

**Service & Maintenance Collective Bargaining Agreement**

between

Abbott Northwestern Hospital  
Mercy Hospital,  
Phillips Eye Institute,  
and United Hospital  
and  
SEIU Local 113

8037

667

Effective March 1, 2006  
through  
February 29, 2008

**LPN Collective Bargaining Agreement**

between

Abbott Northwestern Hospital  
Phillips Eye Institute  
United Hospital  
and  
SEIU Local 113

Effective October 1, 2006  
through  
February 29, 2008



**Strategic Alliance Addendum**

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## INTRODUCTION

This is our first effort at a Master Contract. Language differences for particular bargaining units are identified throughout the document as follows:

1. Exclusive language to the Abbott, PEI and United service and maintenance bargaining units is identified by underlining.
2. Exclusive language to the Mercy service and maintenance bargaining unit is identified by *italics*.

New language appearing in the contract for the first time is **bolded**. Article Titles are **bolded** throughout for legibility.

## DEFINITIONS

1. Full time employees are regularly scheduled 80 hours per pay period.
2. Part time employees are regularly scheduled less than 80 hours per pay period.
3. Casual employees have no regularly scheduled hours. In order to maintain this status, casual employees will need to be available to work two shifts per month, to meet employer's needs, one of which will have to be a weekend shift. Casual employees, who are students, must be available to work 2 shifts in 3 months while attending school.

## EMPLOYMENT AGREEMENT

This Agreement is made and entered into this first day of March 2006, by and between the undersigned Hospitals, hereinafter referred to as either the "Employer" or as "Hospital," and its successors, and the SEIU, Local 113, hereinafter referred to as the "Union," and its successors.

## ARTICLE 1 UNION RECOGNITION

The Union shall be the sole representative of all the nonprofessional employees of said Employer in the classifications set forth in Article 10 hereof and within the bargaining units at **Abbott, PEI and United** as certified by the National Labor Relations Board and within the bargaining unit at **Mercy** as certified by the Director Minnesota Bureau of Mediation Services, or previously agreed upon by the parties.

(A)(1) NEW CLASSIFICATION OR TITLE (Abbott, PEI, United only) - In the event that a new or different nonprofessional classification or title is established which is not set forth in

Article 10 hereof and is not within the bargaining unit certified by the National Labor Relations Board or previously agreed upon by the parties, the issue shall be referred to the National Labor Relations Board. The Board shall determine whether the new or different classification is to be included in the bargaining unit by applying the standards established by the National Labor Relations Board.

- (A)(2) *CLASSIFICATION OR TITLE CHANGE (MERCY ONLY) - In the event that any new or different classification or title not specified in Article 10 hereof is established and such classification or title is not within the bargaining unit certified by the Director, Minnesota Bureau of Mediation Services or previously agreed upon by the parties, then the Union shall nevertheless be the sole representative of said employee, the employee shall be included within the terms and conditions of this Agreement, the wage rate of such classification or title shall be negotiated by the Hospital and the Union and the rate agreed upon become a part of this Agreement as of the date such classification or title was established if: (1) The new or different classification or title as of the date of its establishment involves functions and duties identical to those pertaining to an existing classification or title, or (2) The new or different classification or title as of the date of its establishment involves functions substantially similar in their nature, character and scope to those performed in whole or in part in an existing classification or title as that existing classification or title existed prior to the creation of the new or different classification or title. The union shall receive updated job descriptions whenever substantial changes occur in any of the classifications represented by Local 113. Prior to implementing any substantial changes in the overall job duties of the employees the union will be notified and given an opportunity to discuss changes with the employer.*

- (B)(1) CLASSIFICATION OR TITLE CHANGE - (Abbott, PEI and United only) No classification or title shall be changed or new classification or title created to defeat the spirit of this Agreement. No classification or title shall be changed or created, and no employee transferred or promoted, either to positions covered by this Agreement or outside it, except upon at least ten (10) days written notice to the Union prior to the effective date of the same, the notice shall specify in detail the proposed change, establishment, transfer or promotion. The union shall receive updated job descriptions whenever substantial changes occur in any of the classifications represented by Local 113. Prior to implementing any substantial changes in the overall job duties of the employees the union will be notified and given an opportunity to discuss changes with the employer.

- (B)(2) *NO CHANGE TO DEFEAT CONTRACT (Mercy only)*  
*No classification or title shall be changed or new classification or title created to defeat the spirit of this Agreement. No classification or title shall be changed or created and no employee transferred or promoted, either to positions covered by this Agreement or outside it, except upon at least ten (10) days' written notice to the Union prior to the effective date of the same, which notice shall specify in detail the proposed change, establishment, transfer or promotion.*

**(B)(3) CLASSIFICATION OR TITLE CHANGE REFERRED TO NATIONAL LABOR RELATIONS BOARD (Mercy only)**

*In the event that a new or different nonprofessional classification or title is established which is not set forth in Article 10 hereof and is not within the bargaining unit certified by the Minnesota Bureau of Mediation Services or previously agreed upon by the parties and which new or different nonprofessional classification or title is not covered by this Article as above set forth, the Union may, in writing request that the matter of the inclusion of said new or different nonprofessional classification or title within the Agreement be referred to the National Labor Relations Board (NLRB). Said reference to the NLRB shall be determined according to the usual rules and procedures of that office.*

- (C) NO DISCRIMINATION - There shall be no discrimination by the Union or the Employer against any employee because of membership or non-membership in the Union or because of the assertion of rights afforded by this Agreement.
- (D) NO CONTRADICTIONARY RULE - The Employer agrees not to enter into any agreement or contract with its employees (who are in classifications herein noted), either individually or collectively, which conflicts with any of the provisions of this Agreement. No statement or rule shall be made or established by the Employer or the Union that conflicts with or contradicts any of the provisions of this Agreement.

**ARTICLE 2  
UNION SECURITY**

**The Union shall be the sole representative for those employees who work in job classifications covered by this Agreement.**

(Abbott, PEI and United only) Employees hired prior to March 1, 1986 and who are regularly scheduled to work twenty (20) hours or less per two (2) week pay period shall not be required to make payments under this Article.

**After completion of the introductory period of sixty (60) calendar days of employment, the Collective Bargaining Agreement provides the Employee with the following two (2) choices:**

- 1. Employees may elect to become a Union member and participate fully in the affairs of the Union by paying an initiation fee and monthly dues.**
- 2. Employees may choose not to become a Union member and pay a service fee and monthly fees (an amount not to exceed monthly Union dues.)**

**At the time of employment, a new employee who shall be subject to this Agreement shall be informed of this by the Employer and the Union.**

**It is the Employee's responsibility and a condition of employment to ensure that payments to the Union are made on a timely basis. The Collective Bargaining Agreement provides**

that Employees may voluntarily elect to have Union dues and fees deducted from their checks and sent to the Union.

**GOOD STANDING** - All Employees covered by this Agreement who are now or may hereafter become members of the Union shall during the life of this Agreement, remain members of the Union in good standing as a condition of employment. "In good standing," for the purpose of this Agreement, is defined to mean the payment of a standard initiation fee and standard regular monthly dues, uniformly required as a condition of acquiring or retaining membership in the Union.

Employees covered by this Agreement who elect not to become Union members shall pay to the Union a service fee in an amount equal to the standard initiation fee paid by Employees who become Union members and a monthly service fee not to exceed the standard monthly dues paid by Union members.

Payments required by this section shall be made only after an Employee has completed sixty (60) calendar days of employment. The fee required by paragraph one shall be due and payable upon the sixty-first (61<sup>st</sup>) day of employment and must be paid within ten (10) days thereafter. Monthly payments required by paragraph two are due and payable the first (1<sup>st</sup>) day of the month following the completion of sixty (60) calendar days of employment and shall be paid by the tenth (10<sup>th</sup>) day of each month.

Any Union member or Employee electing to pay the initiation or service fee and the monthly dues or monthly fees who is delinquent in making the payments required herein for more than thirty (30) calendar days shall be terminated by the Employer without any notice to the delinquent Employee. Termination shall occur within three (3) calendar days after receipt of written notice from the Union to the Employer of such delinquency.

The Union shall hold the Hospital harmless from any claims of an employee so terminated.

The Union will also send copies to that Hospital of the various warnings sent to the members pursuant to its present practices so that the Hospital may take steps designed to keep the employees in good standing.

#### "STATEMENT TO NEW EMPLOYEE"

There is a contract between this Hospital and the SEIU, Local 113 covering wages, hours and working conditions. The Contract provides that the Union is the sole representative for nonprofessional employees of the Hospital in the classification of work for which you are hired. The Contract also provides that if you elect not to become a member of the Union, you must pay an enrollment fee and a monthly service fee to the Union. The Hospital takes no position as to whether or not you become a member of the Union.



It is your responsibility to insure that the payments to the Union are made at the times indicated. In the event any Union member, or employee electing to pay the enrollment and service fee, is delinquent in making the required payments for more than thirty (30) days, the employment of such employee will be terminated without any notice from the Union. It is important, therefore, that the contractual payments be made on time.

The Contract also provides that you may voluntarily elect to have Union fees and dues or enrollment and service fee payments deducted from your check and sent to the Union.

**DUES/FEES DEDUCTIONS** - The Hospital agrees to deduct Union dues and initiation fees, or comparable enrollment and service fees for employees electing not to become Union members, from the wages of employees who voluntarily provide the Hospital with a written authorization to make such deductions. *The written authorization shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner.* Deductions shall be made from the wages of employees' in the first (1st) pay period of the month in which the payment is due. Withheld amounts will be forwarded to the Union by the tenth (10th) day of the month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Union will hold the Hospital harmless from any dispute with an employee concerning deductions made.

*In the event that no wages are due the employee or that they are insufficient to cover the required deduction, the deduction for such month will nevertheless be made from the first wages of adequate amount next due the employee, with the Union notifying the Employer and will thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Hospital shall furnish the Union with a list of the employees for whom deductions were made. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union. The Hospital will work with the Union in order to process dues and reporting of hours electronically.*

**EMPLOYEE LISTS** – Each month, the Employer will send the Union a list with the following information:

- ❖ **New Hires:** name, hire date, address, phone number, classification, rate of pay, social security number, and number of hours worked per pay period.
- ❖ **Transferred Employees:** (this applies to employees transferring within the bargaining unit or transferring into or out of a bargaining unit position) name, social security number, date of job transfer, position the employee is transferring from and into, new hire information for those employees new to the bargaining unit.
- ❖ **Terminated Employees:** (from the bargaining unit) name, termination date, classification, and social security number.

- ❖ **Employees on Leave of Absence:** name, date leave begins, date of return, and social security number.
- ❖ **Changes:** name changes, address changes, phone number changes, changes in hours per pay period, change in classification, rate of pay, any other changes affecting union membership or dues, and social security number.
- ❖ **Hourly Reports:** monthly lists of all employees in the bargaining unit with actual hours worked by pay period, along with name, social security number, and period the hours cover.
- ❖ **Seniority List:** one list of all employees in the bargaining unit by seniority with compensated hours and one list alphabetically to be sent two times per year – January and July.

**In January of 2007 SEIU Local 113 will be moving to a percentage dues system, which is based on each member's gross pay under the Collective Bargaining Agreement. There will continue to be minimum and maximum monthly dues. In an effort to make the transition as smooth as possible, Local 113 is requesting the following data in addition to the member information provided above:**

**Each Pay Period:** name, social security number, gross pay per pay period, and dues deduction amount.

**Annually:** name, social security number, hire date, classification, wage rate, gross collective, bargaining wages, and total annual dues deducted.

**Electronic Reporting – The Employer shall work with the Union in order to process dues and reporting of hours electronically.**

### **ARTICLE 3 MANAGEMENT RIGHTS**

**MANAGEMENT RIGHTS** - Except as specifically limited by the express provisions of this Agreement, the management of the Hospital, including but not limited to, the right to hire, lay off, promote, demote, transfer, discharge or discipline for just cause, require observance of reasonable Hospital rules and regulations direct the working forces and to determine the materials, means and the type of service provided, shall be deemed the sole and exclusive functions of management.

#### ARTICLE 4 UNION STEWARDS

**UNION STEWARDS** - The Employer recognizes the right of the Union to elect or select from employees who are members of the Union, Union Stewards to handle such Union business, during their routine at the Hospital where they are employed, as may from time-to-time be delegated to them by the Union in connection with this collective bargaining relationship. **The work may be conducted only**, so long as it does not interfere with the work assignment of the Steward or other employees. The name of such Union Steward shall be furnished, in writing, to the Employer, and any changes in Union Stewards shall be reported to the Employer in writing.

- (A) **Union Orientation** - Two working days before each new employee orientation session occurs a designated Union Steward will be sent via email the most current list of Local 113 employees scheduled to attend new employee orientation. At the time of new employee orientation the Employer will provide the Union Stewards with the complete list of names of those Local 113 employees attending that orientation. Up to two (2) Union Stewards will attend new employee orientation to speak to new Local 113 members for up to ½ hour, the actual time slot to be determined by the orientation schedule. Additional time may be agreed upon from time to time if mutually agreed between Human Resources and the Union Stewards.
- (B) **Paid Union Steward Time**—In an effort to promote the joint vision of SEIU Local 113 and Allina Hospitals and Clinics and to problem solve prior to committing a complaint to written form, Union Stewards will be provided with .2 FTE/Pay Period per 100 members. Hospitals with fewer than 100 members will be provided at .2 FTE/Pay Period. Union Stewards will receive benefit credit for all time spent in a paid Union Steward time capacity, including seniority hours in their classification, PTO accrual and pension credit.
- (C) **Steward Office**—Allina will provide an autonomous, furnished Union Steward office at each Hospital including the following:
- A desk and chair
  - A computer with Allina Knowledge Network and internet access and a printer
  - A work table with four (4) chairs
  - A bookcase
  - A phone line with voicemail
  - A file cabinet
- (D) **Paid Union Steward Training**—Union Stewards will be paid for up to two (2) days each per calendar year for Union sponsored training or other activities relevant to their Union Steward duties that are also related to the business of Allina.
- (E) **Union Steward Meetings**—The Hospitals will make every effort to release Union Stewards for monthly Union Steward meetings. All Union Stewards will notify their

direct supervisors of these meetings as far in advance as possible to facilitate coverage.

- (F) **Union Access--**Union Representatives and Stewards shall have access at all reasonable times to bulletin boards and to other non patient, non public areas to be designated by the Hospital to discharge the duties as representatives of the Union.

Following proper Hospital procedures and table reservation guidelines, the Union may, not more than one day per month, reserve a table in public corridors for the purposes of distributing information, answering Union-related questions, and to discharge the duties as representative of the Union. Additional days may be agreed upon from time to time as mutually agreed to between the Hospital and the Union. When using a table in a public area the Union and its representatives will not cause disruption to the regular flow of business and traffic in the area. The Union will also not engage employees on work time. Nothing that is derogatory to the employer will be distributed and the Union representatives will work to ensure a respectful atmosphere surrounds the table activities.

**BULLETIN BOARDS** --Bulletin boards in the Hospital shall be made available to the Union on each station/work area in a break room or other non-public area for the purpose of posting business notices only. Union officials shall clear all bulletin board notices through the personnel office before they are posted on the bulletin board. The business agent for the Union or the employee designate shall have access at all reasonable times to such bulletin boards and to such other non-patient nonpublic areas to be designated by the Hospital to discharge the employee's duties as representative of the Union.

**UNION NEGOTIATING COMMITTEE**--All employees shall continue to accrue benefits while serving as a member of the Union negotiating committee, including PTO time, insurance benefits, seniority and pension credits, etc.

## **ARTICLE 5 PROBATIONARY PERIOD**

**PROBATIONARY PERIOD** - The first sixty (60) days of employment of any new full-time employee and the first ninety (90) days of employment of any part-time employee shall be a probationary period, during which the employment of such employee may be terminated with or without cause. The probationary period may be extended for an additional thirty (30) calendar days on the following basis: The Hospital shall advise the Union in writing of the name or names of employees for whom such extension is desired. The extension request must be received by the Union no later than the fiftieth (50th) calendar day (eightieth (80th) for part-time employees) of the probationary period of the employee involved. The Union may object to such extension by giving written notice to the Hospital within five (5) calendar days following receipt of the notice from the Hospital. If no such written objection is made, the probationary period shall be extended for the additional thirty (30) calendar days.

## ARTICLE 6 LABOR MANAGEMENT MEETINGS

(A)(1) **LABOR/MANAGEMENT MEETINGS** – (Abbott, PEI and United only) The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance which is in the interest of both the employees and the Employer. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a labor/management meeting.

(A)(2) **LABOR MANAGEMENT COMMITTEE** – (Mercy only) - *A Labor Management Committee shall be established to support labor and management cooperation, build trust and understanding, communicate and problem solve on areas of mutual interest. The Committee shall consist of an equal number of union members and managers. The issues to be covered include work redesign and job descriptions, working relationships with management and other workers, organizational performance, employment security, diversity of the work force, training and development, and other issues of mutual concern.*

## ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURE

### (A) General Provisions

Any claim of an employee arising out of the interpretation, **application**, or adherence to the terms or provisions of **this Agreement** or arising out of disciplinary and discharge actions taken by the Employer shall be subject to the Grievance and Arbitration Procedure.

On a case by case basis, the time limits outlined in this Article may be extended by written mutual agreement of the parties as entered into between a Union Steward or Union Representative and a Director of Human Resources or Allina Labor Relations.

Any decision to be made by the Employer that is not actually issued within the time limits set forth in this Article for Steps One or Two, will be deemed to have been issued as a denial of the grievance effective on the deadline date and will be subject to appeal accordingly.

Only the Union or the Employer shall have the right to take a grievance to arbitration.

### (B) Grievance and Arbitration Procedure

#### **Pre-Grievance**

The employee and/or Union Steward will discuss the alleged grievance with his/her manager in an attempt to resolve the issue. The parties will jointly agree to a time frame for a response. This pre-grievance process will not extend the time limits for filing a grievance unless otherwise agreed pursuant to this Article.

#### **Step 1 -- Written Grievance**

If the grievance is not resolved at Pre-Grievance, it must be submitted by a Union Steward or Union Representative, in writing, to Human Resources, with a copy provided by Human Resources to Allina Labor Relations. A written grievance shall include the Article and Section of the contract allegedly violated, the desired remedy or correction, and be signed and dated by a Union Steward and/or Union Representative.

In no case shall there be any consideration given to a grievance unless such notice is put in writing and submitted within twenty (20) calendar days after the date of the occurrence giving rise to the grievance. A grievance relating to pay (wages, hours, vacations and days off, etc.) must be submitted in writing within thirty (30) days after the payday for the period during which the grievance occurred. Failure to give such notice shall be a permanent waiver of the rights to pursue such grievance.

Within ten (10) calendar days from receipt of the grievance, representatives from the Employer and the Union and the grievant(s) will meet and attempt to resolve the grievance. Within five (5) business days (excluding weekends and holidays) after the date of the meeting, the Employer will issue a decision on the grievance to the Union Steward and or Union Representative and the grievant attending the meeting. A copy will be provided by Human Resources to Allina Labor Relations.

#### **Step 2 -- Appeal Hearing**

If the grievance is not resolved at Step 1, it must be submitted for an appeal hearing, in writing, to Allina Labor Relations, by the Union Representative and/or the Union Steward. The appeal must be submitted to the Director, Allina Labor Relations, within twenty (20) calendar days after receipt of the Step One decision. Within five business days from receipt of the appeal, representatives from the Employer and Union will agree to a date to meet to resolve the grievance. Within ten (10) business days after the date of the meeting, the Employer will issue a decision in writing on the grievance to the Union Representative and/or Union Steward attending the meeting.

#### **(C) Arbitration and Mediation Procedure**

In the event the grievance is not resolved, either the Union or the Employer shall have the right to appeal the grievance to Arbitration. All disputes referred to the Board shall be filed with the Director of Allina Labor Relations within thirty (30) calendar days after receipt of the Employer's written decision.

**The time limits in this section (C) may be extended by mutual agreement to enlist the services of the Federal Mediation and Conciliation Services' (FMCS). Any settlement reached as a result of the FMCS process is not final and binding unless mutually agreed to by the parties.**

**The selection of the Arbitrator shall be made through a request to the Director of Federal Mediation and Conciliation Service for a panel of seven (7) neutral arbitrators. This list will be limited to Arbitrators with their primary office in Minnesota or Western Wisconsin. The parties shall select the Arbitrator by alternately deleting one name until six (6) names have been eliminated and the one person whose name remains shall be the elected Arbitrator; the parties shall flip a coin to determine who strikes first.**

**By mutual agreement of the parties, the following alternative process for arbitration may be used:**

The matter shall be referred to a Board of Arbitration. This committee will consist of one (1) member selected by the Employer and one (1) member selected by the Union. In the event this arbitration committee cannot agree to a resolution of such dispute or grievance within five (5) working days after their first meeting the two (2) arbitrators shall select a third member, who shall serve as impartial chairperson. If said arbitrators are unable to agree upon the selection of an impartial chairperson within three (3) working days, then either arbitrator may request the Director of Federal Mediation and Conciliation Service to appoint a panel of seven (7) neutral arbitrators. The arbitrators shall alternately delete names and the last name shall be the impartial chairperson.

The decision or award by the Arbitrators or a majority of them shall be final and binding.

**Neither the Arbitrator nor the Board of Arbitration shall have authority to add, subtract or modify the terms and provisions of this agreement. The Arbitrator and the Board of Arbitration shall be confined to the issues raised in the written grievance and it shall have no power to decide any other issues.**

The decision or award by the Arbitrator or the Board of Arbitration shall be in writing and shall be final and binding. The expenses of the Arbitrator or the Board of Arbitration shall be shared by the Employer and the Union equally.

#### **(D) Deliberate Violations**

In the event that the Employer deliberately violates the provisions of this Agreement relating to wages, hours of work, seniority rights, job classifications or titles, overtime differentials and vacations, any back pay owed to the employees because of such violation shall be paid by the Employer at the rate of two (2) times the standard straight-time rate or overtime rates. The Arbitrator or the Board of Arbitration shall calculate any cost violations and render the double penalty decision when it is definitely and conclusively shown that the violation was deliberate. Reasonable evidence of clerical

errors or honest mistakes in interpretation shall exempt the Employer from the double penalty provisions. In such case the Employer will be required to pay only the actual amount of back pay involved. This paragraph shall be subject to the above provisions of this Article.

## ARTICLE 8 UNIFORM/ SHOE ALLOWANCE

(A) **UNIFORM ALLOWANCE** - If the Hospital requires, suggests or in any way indicates the desirability or requirement of wearing apparel of a particular color, pattern, design, or material, then the Employer shall furnish the same without cost to the employee or pay to such employee a uniform allowance as follows:

1. Initial Uniform Allowance Upon Hire - All new employees hired in job classifications in which uniforms are required and who are regularly scheduled to work twenty (20) or more hours per week shall receive an initial uniform allowance according to this schedule:

The uniform allowance amounts listed shall be as follows:

- hired during March, April, or May = \$130.00
  - hired during June, July, or August = \$101.25
  - hired during September, October, or November = \$ 72.50
  - hired during December, January, or February = \$ 43.75
2. Annual Uniform Allowance - On March 1 following the initial date of employment, employees shall receive uniform allowances as follows:
    - full time employees = \$130.00
    - part time employees scheduled to work twenty (20) or more hours per week = \$100.00
  3. For employees regularly scheduled to work less than twenty (20) hours per week, the Hospital shall furnish one (1) uniform each contract year. The employee shall return the uniform to the Hospital upon termination of employment.
  4. **Employees may use their uniform allowance to purchase shoes.**
  5. Wearing apparel furnished by the Hospital shall remain the property of the Hospital. If the Hospital furnished wearing apparel of any nature as of March 1, (1963 for Abbott, PEI, and United employees only) *(1968 for Mercy employees only)*, the Hospital shall continue to so furnish without cost to the employee.
  6. *(Mercy only) If no requirement, suggestion or indication is made by the Hospital employees may wear their choice of apparel.*



7. Each employee who is required to change clothing on premises into hospital owned apparel has up to seven (7) minutes with pay after the start of the shift to change and report to his or her work area and may leave his or her work area seven (7) minutes with pay before the shift ends to change out of hospital owned apparel. When the employee records time by badging or clocking in on a time recording system, that employee is expected to record their time at the beginning of the shift before changing into hospital owned apparel and at the end of the shift that employee is expected to record their time after changing out of hospital owned apparel.
8. (Abbott, PEI, United only) If the Hospital requires the employee to wear an identifying device of any nature, such device shall be furnished initially by the Hospital without cost to the employee. The responsibility for repair or replacement thereof shall be without cost to the employee.

**(B) SHOE ALLOWANCE**

Commencing on March 1, 2006, employees who are provided with scrubs paid for by the hospital will receive \$50.00 annually for the purchase of shoes.

**ARTICLE 9  
WORKING CONDITIONS**

- (A) DINING LOCKER FACILITIES - Where employees bring their lunch, a dining room and locker facilities shall be available for their convenience.
- (B) ACCIDENTAL DISH BREAKAGE - Employees shall not be held liable for accidental breaking of dishes during the course of their duties. However, this shall not apply to an employee who continuously breaks dishes due to carelessness or negligence.
- (C) RELIEF PERIODS - All employees shall be allowed, without reduction in pay, fifteen (15) minutes relief in each four (4) hour period. The above fifteen (15) minute rest period shall be included in the regular workday.

*(1) (Mercy only) Employees who because of their duties are unable to take their two (2) fifteen (15) minute relief periods in their eight (8) hour shift, shall be allowed time and one-half (1 1/2) for each such relief period not taken or compensatory time off with pay at the end of their shift.*

**(D) MEAL PERIOD (Mercy only)**

*All employees shall be allowed, without pay, a one-half (1/2) hour meal period to be taken within a work shift of six (6) hours or more. Employees who, because of their duties, are unable to take this 1/2 hour meal period, shall be allowed regular time for up to eight (8) hours and time and one-half for each such meal period not taken over eight (8) hours or compensatory time off with pay at the end of their shift.*

**(E)(1) MAINTENANCE OF BENEFITS (Abbott, PEI, United only)-** Where wages, hours and other conditions specifically covered by this Agreement are lower than those now received by an individual employee, such employee shall not have such conditions reduced by the execution of this Agreement.

**(E)(2) NO LOWERING OF BETTER CONDITIONS OR WAGES BECAUSE OF THIS CONTRACT (Mercy only.)** *No employee shall suffer a reduction in pay or lose a better working condition, cost or non-cost, because of anything covered in this Contract nor shall an employee be deprived of any increase or better benefit outlined herein. No employee receiving in excess of the herein outlined wage rates or any better condition shall suffer a loss of such higher rate or better working condition by reason of anything in this contract.*

**ARTICLE 10  
HOURS OF WORK AND OVERTIME**

**(A)(1) WORKWEEK AND OVERTIME (Abbott, PEI, United only) -** The regular pay period shall be eighty (80) hours. Eight (8) hours shall constitute a day's work to be completed within nine (9) consecutive hours. If an employee works in excess of eight (8) hours per day, or in excess of eighty (80) hours in a two-week pay period, overtime at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate shall be paid for such hours. PTO hours and frozen sick leave hours shall be considered as hours of work for overtime purposes. An employee who works in excess of twelve (12) consecutive hours shall receive double time the employee's regular straight-time hourly rate for such excess hours.

If an employee is scheduled to work more than seven (7) consecutive days, such scheduled days will be paid at time and one-half (1-1/2). After the schedule is posted, an employee may request to work more than seven (7) consecutive days. Said employee shall be paid at regular straight time pay unless the extra shift is in addition to eight (8) hours worked in a day or eighty (80) hours worked in a two-week pay period. The Employer and employee may mutually agree to a schedule of more than seven (7) days without overtime when it meets the mutual interests of both parties.

If an employee volunteers to work on his/her scheduled day off, the employee will be paid at his/her regular rate of pay unless the extra shift is over eighty (80) hours in a two-week pay period. If an employee is mandated to work on his or her day off, the employee will be paid at time and one-half (1-1/2).

**(A)(2) HOURS OF OVERTIME AND DAYS OFF – (Mercy only)**

*Eight (8) hours shall constitute a day's work to be completed within nine (9) consecutive hours. No employee shall work more than seven (7) consecutive days in a two-week period. If an employee is required to work in excess of eight (8) hours per day, or in excess of eighty (80) hours in a consecutive two-week period, or on any day scheduled as a day off for such employee, overtime at the rate of one and one-half (1 ½) times the employee's regular straight-time hourly rate shall be paid for such overtime hours. The preceding sentence notwithstanding, an employee required to work in excess of eight (8) consecutive hours will be paid at the rate of one and one half (1 ½) times the regular rate of pay for the first four (4) hours of such overtime and will be paid double time (2x) for all overtime in excess of twelve (12) consecutive hours.*

*PTO and frozen sick leave shall be considered as hours of work for overtime purposes.*

*Employees may, with the approval of the Hospital and the employees, change their days off with other employees in the same classification.*

*In any case where any employee is now working less than seven (7) consecutive days, no such employee shall be required to work more consecutive days than are now being worked by such employee, except upon payment of overtime at the rate of one and one-half (1 ½) times the straight time hourly rate of such employee for work performed on the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) consecutive workday as the case may be, where such sixth and/or seventh consecutive workday is in excess of the number of consecutive workdays now worked by such employee. This provision shall not apply to any employee heretofore working a schedule including nonconsecutive days off who shall elect, under the terms as hereinafter provided, to work a schedule providing for consecutive days off.*

- (B) SCHEDULING PATTERN -** The general pattern of scheduling shall be such that all employees shall have at least two (2) Sundays off per calendar month, together with a day consecutive therewith, and two (2) consecutive days off during the alternate week. All employees shall have an absolute, unqualified right to elect to work pursuant to the general pattern of scheduling. Notwithstanding said right, an employee may, by mutual agreement with the Hospital, elect to work a scheduling pattern providing for nonconsecutive days off in the alternate week.

Where employees elect to work pursuant to the general pattern of scheduling, the Hospital may schedule the Sundays off for such employee on the basis of either a Saturday-Sunday or a Sunday-Monday combination. Where employees elect to work pursuant to a scheduling pattern providing for nonconsecutive days off in the alternate week, such employees shall have two (2) weekends (Saturday and Sunday) off per calendar month.

The scheduled workweek need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in

one (1) week, provided that not more than ten (10) days of work are scheduled in any two (2) consecutive workweeks.

The scheduling provisions contained herein shall not apply to part-time employees regularly scheduled to work forty-eight (48) hours or less in a two-week pay period.

- (C) **POSTING OF SCHEDULES** - The hospital shall post work schedules at least fourteen (14) calendar days in advance of the workweek.
- (D) **SCHEDULING GUARANTEE** - Where any department as a whole is now working less than seven (7) consecutive days, the work schedule of such department shall not be changed except by mutual agreement between the Hospital and the Union, except that this sentence shall not apply to employees required for surgical emergencies.
- (E) **WORKWEEK SCHEDULES TO CONFORM NOTICES** - Workweek schedules in conformity with this Agreement shall be furnished to the Union within fifteen (15) days of the execution of this Agreement. Any proposed workweek schedules shall likewise be in conformity with this Agreement and shall be furnished to the Union at least fifteen (15) days before the effective date of such proposed change.

If within such fifteen (15) day period the Union shall file written objections to such proposed change with the Hospital, the effective date of such change shall be postponed pending the submission of the objections to a Board of Arbitration consisting of one (1) member selected by the Employer, one (1) member selected by the Union, and a third member selected by the Director of the Federal Mediation and Conciliation Service. Such third member shall serve as impartial chairman. The decision or award by said arbitrators, or a majority of them, shall be final and binding upon the parties. Provided, however, that the decision of the Arbitration Board to be final and binding must be served in writing upon the parties within thirty (30) days of the originally proposed effective date of the schedule change; otherwise, said decision shall be a nullity and of no legal effect, and the Hospital shall have the right to effectuate said proposed workweek schedule. The expense of the Board of Arbitration shall be borne by the parties equally.

- (F) **NO SPLIT SHIFTS** - There shall be no split shifts; provided, however, the Union agrees it will make exceptions in this respect on the basis of individual hospital negotiations. Employees who agree to work with less than 12 hours between shifts due to hospital need, including open shifts and available extra hours, shall be paid premium double back pay at the rate of time and one half for the hours worked between the time of return and the end of the 12 hour period. This provision shall not apply due to employees trading hours or an employee initiated schedule change.
- (G) **OVERTIME SCHEDULING** - Employees shall not be required to take time off in lieu of overtime pay. To meet the above-scheduled hours, Sunday hours may be reduced. Work hours on Saturdays and Sundays shall not be increased by reason of anything contained in this Agreement.

- (H) **SENIORITY PREFERENCE** - In the establishment of workweek schedules, the Hospital shall give preference to employees in accordance with seniority as far as practicable and consistent with proper hospital management. Employees who have 20 calendar years of employment in the bargaining unit may have the opportunity for straight day shift and/or no weekend shifts when that becomes possible. The employee will submit a written request to his/her manager. When the opportunity to create such shifts occurs, the employee and the manager will confer to determine the feasibility and impact of the change on patient care, the work of the department, the effect on other employees, and whether to proceed with creating the opportunity. If more than one 20 year employee on the same unit submits a written request the opportunity will be offered according to seniority.
- (I) **FLEXIBLE SCHEDULING** - The Hospital and an individual employee may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day. Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:
1. An employee shall have an opportunity to review the alternate work schedule or schedules being considered prior to volunteering for flexible work schedules. The employee may limit agreement to specific types of flexible schedules. The Hospital shall retain written documentation that an employee has agreed to a flexible work schedule and of the type of flexible schedule to which the employee has agreed. An employee electing to work schedules under this Section may revoke such election by giving the Hospital written notice of six (6) weeks or a period of time equal to the length of time normally covered by the Hospital's posted schedule of work hours, whichever is less.
  2. The basic work period shall be forty (40) hours per week. An employee shall be paid time and one-half (1-1/2) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in this Section. Further, even though the total hours worked during a week may not exceed forty (40) an employee working in excess of the employee's scheduled workday shall be paid at the rate of time and one-half (1-1/2) for all excess time so worked, except that hours in excess of twelve (12) consecutive hours in a workday be paid at the rate of double time.
  3. Evening shift differential shall be paid for all hours of the shift where 50% or more of the hours are worked after 3:00 p.m. and before 11:00 p.m. Night shift differential shall be paid for all hours of the shift where 50% or more of the hours are worked after 11:00 p.m. and before 7:00 a.m.
- (J)(1) **EXTRA HOURS (Abbott, PEI, United only)** - The Hospital shall post a sign-up sheet prior to the posting of the work schedule whereby employees may indicate availability for specific extra shifts within their classification. Extra shifts shall be granted on a seniority basis first to employees on a non-overtime basis and then to employees on an overtime basis. Extra shifts shall be granted as provided in this Section before using

temporary employees of outside employment agencies. Individual hospitals shall meet with the Union to develop a policy that provides for the consistent application of this section.

- (J)(2) **EXTRA HOURS (Mercy only)** Schedules shall be posted with known holes up to six (6) weeks in advance to the start of the schedule. At the same time, an availability list will be posted for five (5) calendar days. On the sixth (6) day, the availability list will come down, the holes will be filled as outlined below and a new schedule will be posted.

*In order to be eligible for extra shifts and in order to exercise seniority rights, employees must sign the availability list.*

*Availability lists will be posted in each department. Nursing availability lists will be posted in the staffing office, with the exception of Closed Units such as SARS, PACU, Ambulatory Care, etc., which will post their own lists in their units.*

*Extra hours will be filled on the following basis from the availability list:*

1. *Non-overtime, most senior employee in a classification.*
2. *Overtime, most senior employee in a classification,*
3. *Non-overtime, most senior qualified employee outside a classification,*
4. *Overtime, most senior qualified employee outside a classification.*

*After filling extra hours from the employees signed – up on the availability list, the Hospital will:*

5. *Award extra hours to whomever else will work within that job classification, including those not scheduled to work that day or those who are scheduled to work later on a later shift. (Seniority might not be a determining factor in the number five (5.) because employees had the right to exercise their seniority rights by signing the availability lists as outlined in numbers 1-4 above.)*

*There will be no more daily availability lists because same day holes as a result of sick calls, etc., will be filled via the availability list and process as referenced above. Same day calls to staffing personnel shall fall into number five (5) above and seniority might not be a determining factor in awarding extra hours because seniority rights can only be exercised by signing the availability list.*

- (K) **GIVE AWAY SHIFTS** - Employees may give away shifts without using PTO time as follows:

- An employee may give away four (4) shifts per year
- An employee must have a work agreement of .5 FTE or greater
- The give away shift shall not create overtime for the employee accepting to work the shift
- An employee accepting the shift must be qualified within the classification

- (Abbott, PEL, United only) An employee shall not give shifts to casual employees.

- (L) **INCREASES AND DECREASES IN WORK AGREEMENT** - If a regularly scheduled employee works above his/her work agreement for a minimum of six (6) consecutive months, the employee may request a change in his/her work agreement. (The hours worked above do not include unscheduled absences, PTO, leaves of absence, give away shifts, and hours from posted but unfilled positions). These hours will be posted and awarded by seniority. If the employee works below his/her work agreement for a six (6) month consecutive period of time, management may reduce the work agreement after evaluation and consultation with the employee. Low need days do not apply.
- (M) **DOCTORS' APPOINTMENTS** - With management approval, the employee will be able to adjust his/her schedule to accommodate a doctors' appointment.

## **ARTICLE 11 PAID TIME OFF (PTO)**

**PTO provides employees with choice and flexibility to balance their lives between work and home by consolidating an employee's vacation time, holiday and sick leave into a single account of paid leave.**

### **(A) ELIGIBILITY AND EFFECTIVE DATE**

**To be eligible for Paid-Time Off, an employee must be classified as a .5 FTE work agreement or greater (e.g. 20 hours or more per week). PTO shall be used in (fifteen) 15 minute increments and must be accurately reported.**

**If an employee's work agreement or FTE changes such that the employee loses eligibility and later regains eligibility, the employee's initial eligibility date will remain the same for purposes of determining length of service. If the employee terminates employment with Allina and is rehired within 180 calendar days, the employee's initial eligibility date will remain the same for purposes of calculating length of service. If the employee is rehired after 180 calendar days, the employee's rehire date will be used as the initial eligibility date.**

**Employees will automatically be enrolled in the PTO Program as of the later of:**

- **April 29, 2006, effective date of conversion to PTO;**
- **The date of hire at Allina; or**
- **The day the eligibility requirements are satisfied through employment within Allina.**

**(B) PTO ACCRUAL SCHEDULE**

Length of Service	Accrual Rate/Hour	Maximum Accrual Rate/Year
0-4 years	.0925	192.40
5-8 years	.1117	232.34
9-14 years	.1309	272.27
15 years	.1350	280.80
16 years	.1380	287.00
17 years	.1420	295.36
18 years	.1460	303.68
19 or more years	.1590	330.72

PTO accrues each pay period, based on compensated hours, to an annual maximum, based on an employee's length of service with Allina regardless of any change of classification or transfer between facilities. Length of service is determined using a twelve month (12) period and calculated based upon the employee's initial eligibility date or the date the employee moves into an eligible position, if later.

An employee will not accrue PTO while on an unpaid non-FMLA leave of absence (e.g. personal leave) or an unpaid suspension.

If accrued PTO is available, PTO will be used to cover all time away from work (planned or unplanned) including Family Medical Leave Act leaves, except as otherwise provided in Section 11 of this Agreement and this Article Section D – Holiday and Scheduling Rules.

If an employee is absent and does not have accrued PTO available, the time away from work will be unpaid.

Accrued PTO will carryover from year to year, up to the maximum accrual. No maximum accrual will apply during the 2006 calendar year. Effective January 1, 2007, the maximum PTO accrual shall be as follows:

- As of January 1, 2007 — 400 hours
- As of January 1, 2008, — 360 hours

When an employee reaches this maximum PTO accrual, there will be no further accrual of hours until the balance falls below the maximum. However, PTO will not be lost once it has accrued. PTO will need to be used in order to begin to accrue PTO again. An employee will not receive retroactive credit for time worked while his or her PTO balance is at or above the maximum accrual limit.

**(C) ABILITY TO RESERVE PTO**

Employees on medical leave who are receiving benefits under Income Protection (IP, as referenced to Section H in this Article), FMLA or new child/parental leave



may elect to reserve up to 40 hours of PTO to be available to use upon return from leave. Elections to reserve PTO are irrevocable. The ability to reserve PTO is not available for employees on an approved intermittent leave of absence.

**(D) INITIAL MOVE TO PTO**

Employees moving to PTO will see the following changes:

- vacation balance will move into PTO balance,
- sick time balance will move into Frozen Sick Leave (FSL) bank,
- when ill for more than one day, the first day will come out of PTO and each consecutive day will come out of the frozen sick leave bank until FSL is exhausted,
- for employees on an approved intermittent FMLA Leave, FSL will be used for all absences following the first day of the leave, until FSL is exhausted.

**(E) USE OF FROZEN SICK LEAVE (FSL)**

Using Frozen Sick Leave instead of PTO - Frozen Sick Leave (FSL) is available to certain employees who had sick leave balances when the PTO Program was first implemented.

Frozen Sick Leave may be used if you are absent due to one of the following:

- Your own illness or serious health condition;
- To care for your child under the age of 18 (or under the age of 20 if the child has not graduated from secondary school) with an illness or serious health condition;
- To care for your child age 18 or older who is incapable of self care due to a mental or physical disability and who has a serious health condition;
- To care for your spouse/domestic partner or parent who has a serious health condition;
- The birth of your child, including care for such newborn; and
- The adoption or placement for adoption or foster care of a minor child.

The term serious health condition as referred to throughout this Article shall be defined pursuant to the provisions of the Family Medical Leave Act, as amended from time to time. Note: It is not a requirement of the PTO program that employees must have a serious health condition in order to access frozen sick leave. However, if you have an FSL balance, your use of FSL is subject to the following rules:

- Except as otherwise indicated, you must use PTO for the first full or partial day of absence due to one of the causes listed, unless you do not have PTO available, in which case you must take such time unpaid.

- If you become ill or suffer from a serious health condition on a previously scheduled day off or scheduled holiday off, you may use FSL after using PTO for the first full or partial day of absence upon submission of proper certification by a competent physician.
- If you become ill or suffer from a serious health condition, you must notify your department head of your illness at least one (1) hour (two (2) hours for the night shift and three (3) hours for the relief shift) prior to the beginning of your working day or as soon thereafter as possible and shall submit proof of sickness or serious health condition to the Employer if requested. If proper notice of illness is not provided to the Employer, you will not be able to access FSL for the continuous absence.
- If you return to work after an illness or injury and you are absent again within fourteen (14) consecutive calendar days due to the same illness or injury, you may use your FSL balance immediately without using a full or partial day of PTO.
- If you are unable to work due to a disability as determined under terms of the Income Protection Program (as referenced in Section H), you must use your FSL, until exhausted, beyond the first day of the absence.
- Benefits under the Income Protection Program will automatically be supplemented with your available FSL up to 100% of pay at the time of your disability.

(F) USE OF PTO - GENERAL

An employee's manager must approve all requests for PTO.

An employee may not use PTO in excess of his or her normally scheduled hours (i.e. FTE status), except if the manager requires additional work hours to meet business needs.

1. PTO REQUEST PERIOD/GRANTING OF PTO - (Abbott, PEI, United only) - Employees shall submit a request for PTO during the period of January 1 through February 15 for the vacation year beginning April 1 and ending the following March 31. The Hospital shall respond by March 15. PTO shall be awarded by seniority and shall be posted in each department.

Employees not submitting a request by February 15 shall submit their request at least two (2) weeks prior to the requested PTO, and it shall be granted in the order requested recognizing seniority if more than one (1) employee makes a request on the same day. The Hospital shall respond within seven (7) calendar days from the time of a request made outside of the window period. Requests outside of the foregoing periods will be considered on an individual basis. There will be no change of any scheduled PTO time, except by mutual agreement between the affected employee or employee(s) and the employer.

All PTO requests outside the bid period shall be granted subject to staffing needs regardless of whether a schedule has been posted. If an employee requests PTO after the schedule is posted, he/she will need to give at least seven (7) days notice, and the supervisor must respond within twenty four (24) hours.

With at least two (2) weeks notice to the HR Service Center, an employee may request prepayment of PTO prior to taking time off.

This paragraph (F) (1) does not apply to holiday scheduling.

2. *PTO REQUEST PERIOD/GRANTING OF PTO (Mercy Only) – The PTO vacation year shall be April 1 through March 31. PTO vacation requests for May 1 through October 31 shall be made by March 1, and the Hospital shall award PTO by seniority. PTO vacations shall be posted in each department by April 1*

*PTO vacation requests for November 1 through April 30 shall be made by September 1, and the Hospital shall award PTO by seniority. PTO vacations shall be posted in each department by October 1. There will be no change of any scheduled PTO time, except by mutual agreement between the affected employee or employees and the employer.*

*Employees submitting PTO requests outside the bid window shall submit their request at least two weeks prior to the requested time off and every effort shall be made to grant the request in accordance with current department PTO scheduling guidelines, recognizing seniority if more than one (1) employee makes a request on the same day. The Hospital will respond within two (2) business days to PTO requests outside the bid window. If such PTO request is denied and a question exists regarding whether the department's PTO scheduling guidelines have been met, the employee may request a meeting between Human Resources and the Union to attempt to resolve the issue and ensure that all options were exhausted prior to the request being denied. This meeting shall take place no later than two (2) business days upon PTO denial.*

*Employees shall have the right to make PTO requests with less than fourteen (14) days notice with the understanding that all requests for time off shall be granted subject to staffing needs.*

*In an effort to ensure that employees have adequate PTO opportunities, a retrospective review of PTO requests approved and denied will be generated on a unit/department-specific basis upon request by a Steward or Union Representative. PTO scheduling guidelines may be adjusted to fill the demonstrated needs as identified in review.*

*With at least two (2) weeks notice to the HR Service Center, an employee may request prepayment of PTO prior to taking time off.*

*This paragraph (F2) does not apply to holiday scheduling.*

**(G) RECOGNIZED HOLIDAYS**

1a. (Abbott, PEI and United only) Recognized holidays include: New Year's Day, or Easter Sunday (Employees who work both Good Friday and Easter Sunday can only supplement one day with PTO for double pay), Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.

1b. *(Mercy only) Recognized holidays include: New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.*

**2. Exercise of Seniority**

Each employee shall be given an opportunity, in order of seniority, to express a preference prior to posting of holiday work schedules as to whether the employee should work the holiday or be off on the holiday.

a. **Full-time employees (employees with a 1.0 FTE work agreement) preference of working a holiday.**

At the time employees exercise their seniority for purposes of holiday scheduling, full-time employees who wish to be scheduled to work a holiday shall elect one of the following options:

- 1) **Work 80 hours in the pay period, (including the holiday) and take PTO as premium pay on the holiday to receive double pay – at straight time. The premium pay will be entered into the system as “worked holiday”, or**
- 2) **Work 80 hours in the pay period (including the holiday) and save PTO to be used in a different pay period.**

b. **Full-time employees preference for not working a holiday.**

At the time employees exercise their seniority for purposes of holiday scheduling, full-time employees who do not wish to work a holiday shall elect one of the following options:

- 1) **Work 72 hours and use PTO to equal 80 hours,**
- 2) **Work 80 hours without using PTO during the pay period, or**

- 3) **Work 72 hours without using PTO. (Note: This option will impact an employee's accruals as he/she will earn accruals on 72 hours rather than 80 hours.)**

- c. **Part-time employees (employees with a work agreement of .5 -.99 FTE) preference of working a holiday.**

**At the time employees exercise their seniority for purposes of holiday scheduling, part-time employees who wish to be scheduled to work a holiday shall elect one of the following options:**

- 1) **Work their FTE, and take PTO as premium pay on the holiday to receive double pay at straight time, not resulting in overtime.**
- 2) **Work their FTE, and not take PTO.**

- d. **Part-time employees preference of not working a holiday.**

**At the time employees exercise their seniority for purposes of holiday scheduling, part-time employees who do not wish to be scheduled to work a holiday shall elect one of the following options:**

- 1) **If the holiday would normally be a scheduled day off:**
  - a) **The employee can work their full FTE and add PTO on the holiday – not resulting in overtime, or**
  - b) **The employee can work his/her full FTE without using PTO.**
- 2) **If the holiday would normally be a scheduled day to work:**
  - a) **The employee can use PTO on the holiday to arrive at their FTE status, or**
  - b) **The employee can take the holiday off without pay and work under their FTE status. ((Note: This option will impact the employee's accruals.))**

- e. **Available hours.**

**Available hours will be offered first by seniority to part-time employees electing (D) 2.b.(2)(b), above, and then by seniority – to those employees who, if assigned the available hours, would not incur overtime.**

- f. Employees with work agreements less than .5 FTE.

Any part time employee with a work agreement of less than .5 FTE shall be paid at the rate of two (2) times his/her regular rate of pay for time worked on all recognized holidays.

3. **Department Closure.** If an employee's department is closed due to an Allina Recognized Holiday, the employee does not have to use PTO, and can work under his/her work agreement.
4. **Christmas and New Years.** Christmas Day shall be deemed to extend over a forty (40) hour period from 7:00 A.M. on December 24 through 11 P.M. on December 25. New Year's Day shall be deemed to extend over a thirty-two (32) hour period from 3:00 P.M. on December 31 through 11:00 P.M. on January 1. Employees shall receive time and one-half for all hours worked during this time. Employees who work can elect to supplement only one shift on each holiday with PTO for double time and one half pay. The election must be made at the time the employee exercises his/her seniority for holiday purposes in paragraph (B) above.

**(H) PROOF OF SICKNESS**

An employee may be required to submit proof of sickness or disability to the employer, if requested. An employer request for a doctor's slip will not be made at the time the employee calls in.

**(I) PTO CASH OPTION**

Each calendar year during annual Open Enrollment, Employees with a PTO balance of one hundred and sixty (160) hours or more as of the last payroll period on or before November 1 of such year an Employee may elect the PTO Cash Option. The employee will receive a notification and election form from the HR Service Center indicating you are eligible for the PTO Cash Option.

The PTO Cash Option allows an Employee to request up to forty (40) hours of PTO that would be accrued in the following year be distributed to the Employee rather than accrued as PTO. Only PTO hours accrued in the following calendar year are eligible for the PTO Cash Option. The PTO Cash Option election must be received by the HR Service Center during open enrollment or no later than December 31. An election to participate in the PTO Cash Option in the next calendar year and the payment option designation are irrevocable once made.

In no event will the PTO Cash Option distribute an amount in excess of the PTO actually accrued during the year in which such distribution is to be made. PTO accrued during prior years shall not be available for distribution under the PTO

**Cash Option.** The PTO Cash Option shall be paid at the Employee's standard hourly rate at the time of payment and shall not be considered or paid at overtime rates.

All elections to participate in the PTO Cash Option must indicate the number of hours to be distributed up to the maximum of forty (40) hours. An Employee who fails to provide this required information by the stated deadlines shall not participate in the PTO Cash Option in the following year.

If at any time prior to a scheduled payment under the Cash Option an Employee's FTE is reduced below .5, the Employee will no longer be eligible to participate in the Cash Option and all future scheduled payments will cease. Termination of participation in the Cash Option will not change or otherwise impact an employee's elections under the medical program, flexible benefit program or 403(b) Savings Plan.

The following payment options are available:

1. **Lump Sum Cash Payment** - An Employee may elect to receive all or a portion of the PTO Cash Option in a single lump sum cash payment. An Employee must designate the number of hours to be distributed in this form at the time the PTO Cash Option is elected. Such payment shall be paid as of the first payroll period on or after April 1 of the payment year. If an Employee fails to elect a payment option, the Employee will be deemed to have elected the Lump Sum Cash Payment option.
2. **Contribution to the Allina Pre-Tax Premium Payment Program** - An Employee may elect to contribute all or a portion of the PTO Cash Option to the Premium Payment Program in order to offset employee's portion of the cost of Allina sponsored group medical coverage elected by the Employee. An Employee must designate the number of hours to be contributed to the Pre-Tax Premium Payment Program at the time the PTO Cash Option is elected. Such contribution will then be distributed on a pro rata basis each payroll period to the extent such amount does not exceed the PTO accrued during the pay period. In the event insufficient PTO has accrued during the pay period, a PTO Cash Option distribution will not be made and will be paid in a subsequent pay period in which sufficient PTO has accrued. This payment option will be administered in compliance with the provisions of Section 125 of the Internal Revenue Code and all applicable regulations.
3. **Contribution to the Allina Flexible Benefit Program** - An Employee may elect to have all or a portion of the PTO Cash Option contributed to the Flexible Benefit Program. Such amount may be used to fund the amount the Employee elects to contribute to the Health Care Reimbursement Account and/or the Dependent Care Reimbursement Account. This payment option is a funding mechanism only. The Employee must also participate in the Flexible Benefit Program pursuant to the enrollment requirements

applicable to that Program. Electing this payment option does not increase, decrease or replace the Employee's elections under the Flexible Benefit Program.

An Employee must designate the number of hours to be contributed to the Account(s) under the Flexible Benefit Program at the time the PTO Cash Option is elected. If an Employee elects to fund the Flexible Benefit Program with all or a portion of the PTO Cash Option, such amount will be deposited in the Account(s) designated by the Employee as soon as administratively feasible following April 1. An employee's remaining future contributions will be adjusted to account for this contribution. If the PTO Cash Option distribution amount designated under this payment option exceeds the amount elected under the Flexible Benefit Program, such excess shall be paid in a single lump sum cash payment to the Employee. This option will be administered in compliance with the provisions of Section 125 of the Internal Revenue Code and all applicable regulations.

4. **Contribution to the Allina 403(b) Savings Plan.** - An Employee may elect to contribute all or a portion of the PTO Cash Option to the 403(b) Savings Plan. An Employee must designate the number of hours to be contributed to the Savings Plan at the time the PTO Cash Option is elected. If an Employee elects to contribute any portion of the PTO Cash Option, such amount will be deposited as soon as administratively feasible following April 1 to the extent such amount is not an excess contribution (in which case such excess amount will be paid in a single lump sum cash payment to the Employee). This payment option will be administered in compliance with the provisions of Section 403(b) of the Internal Revenue Code and all applicable regulations.

#### **(J) WHEN ELIGIBILITY FOR PTO ENDS**

An Employee will no longer be eligible for PTO when:

- The Employee terminates employment with Allina.
- The Employee dies.
- The Employee no longer satisfies the eligibility requirements in paragraph A in this section.
- The Employee begins a non-FMLA leave of absence.

If eligibility ends due to death or termination of employment, unused accrued PTO will be paid to the Employee in his/her final paycheck.

If an Employee's regularly scheduled hours are changed to less than 20 hours per week (less than .5 FTE), PTO accruals will cease. An employee's PTO will not be paid out. The Employee may continue to use accrued PTO until it is exhausted.



**(K) CASHING OUT PTO DURING EMPLOYMENT** - With the exception of the PTO Cash Options during open enrollment, an employee's unused PTO will not be paid at any time prior to termination of employment, unless one of the following criteria is met:

- **Re-classified as Casual** - If an employee is reclassified under his/her work agreement as a casual employee (0.0 FTE), his/her PTO will be paid out automatically. If the employee is later reclassified as a full time or part time employee, he/she will not have the opportunity to reinstate his/her PTO by repaying the cashed-out amount.
- **Extreme Hardship** - Accrued PTO may be paid out in the limited case of an extreme hardship. An extreme hardship is a financial hardship due to a serious, isolated and unexpected event that will have severe financial impact on the employee and cannot be met by any other source of income or savings (e.g. house fire, catastrophic illness, natural disaster), and does not include circumstances resulting from poor planning or foreseeable consequences of personal actions. Request for extreme hardship PTO payouts are subject to approval by the Director of the Labor Relations, or his/her designee.

**(L) PTO DONATION**

Employees may choose to donate time for the "PTO Donation Program" following the Allina guidelines as may be amended from time to time.

**ARTICLE 12**  
**DISABILITY AND LEAVES OF ABSENCE**

(A)(1) ILLNESS/DISABILITY LEAVE (Abbott, PEI, United only) Upon completion of the probationary period as set forth in Article 1 (L) of this Agreement, an automatic leave of absence without pay shall be granted to an employee in the case of illness or physical disability, including pregnancy, which exhausts frozen sick leave. Such leave shall be for the period of illness or disability only. Such leave shall not exceed one (1) year in length. However, an employee who has been employed for less than twelve (12) months will only be eligible for an unpaid leave equal to the length of time from the employee's date of hire up to the date of the leave request. An employee shall be returned to the employee's regularly scheduled position with full seniority and without loss of benefits upon certification by a competent physician of recovery from such illness or disability. Frozen sick leave payments as provided in this Article shall be made only during the period of actual illness or physical disability subject to the maximum payments provided herein. No employee shall be entitled to receive a second automatic leave of absence for illness or physical disability unless such employee has returned to active employment for three (3) months or more.

(A)(2) *ILLNESS/DISABILITY LEAVE (Mercy only)* – In the case of illness or physical disability, including pregnancy, which exhausts accumulated frozen sick leave, an automatic leave

*of absence without pay shall be granted to the employee during the period of such illness or disability up to a maximum period of one (1) year. An employee shall be returned to his/her regularly scheduled position with full seniority and without loss of benefits upon certification by a competent physician of recovery from such illness or disability. Frozen sick leave payments as provided in this Article shall be made only during the period of actual illness or physical disability subject to the maximum payments provided herein. No employee shall be entitled to receive a second automatic leave of absence for illness or physical disability unless such employee has returned to active employment for three (3) months or more.*

**(B)(1) JURY DUTY (Abbott, PEI, United only) -** When an employee receives notice of jury duty, the employee shall notify the employee's supervisor at once. The employee will be given leave for such jury duty and will be made whole for loss of pay during that period. The employee will report for work whenever the employee's jury duty does not conflict; provided, however the employee will not be required to work later than 7:00 p.m. on any day the employee was requested to report for jury duty. Any reasonable rearrangement of work hours including re-shifting of other employees for that purpose, will be made. In making the employee whole, the employee's wages will be computed as if the employee had worked on the first (1st) shift at straight time and be paid in full, therefore, minus the amount evidenced by the employee's jury check. In no event shall jury allowance be made in any one (1) year to an employee for over two (2) weeks of such service. Whenever considered necessary by the Employer because of the needs of the business at a particular time or the difficulty of substitution for the particular employee, said employee will cooperate with the Employer in requesting and obtaining a postponement of said jury duty.

**(B)(2) JURY DUTY (Mercy only) -** *When an employee receives notice of jury duty, he/she shall notify his/her supervisor at once. He/she will be given leave for such jury duty and will be made whole for loss of pay during that period. He/she will report for work whenever his/her jury duty does not conflict; provided, however he/she will not be required to work later than 7:00 p.m. on any day he/she was requested to report for jury duty. Any reasonable rearrangement of work hours including re-shifting of other employees for that purpose, will be made. In making the employee whole, his/her wages will be computed as if he/she had worked on the first (1st) shift at straight time and be paid in full, therefore, minus the amount evidenced by his/her jury check. Whenever considered necessary by the Employer because of the needs of the business at a particular time or the difficulty of substitution for the particular employee, said employee will cooperate with the Employer in requesting and obtaining a postponement of said jury duty.*

**(C)(1) BEREAVEMENT LEAVE (Abbott, PEI, United only) -** A leave of absence of three (3) days without loss of pay shall be granted to employees in case of death in the family (parents, parents-in-law, grandparents, grandchildren, brothers, sisters, sons, daughters, husbands and wives or domestic partners, step-parents, step-children, step-brothers and step-sisters) for the purpose of attending the funeral or memorial service of the deceased. Such leave shall be the day before, the day of, and the day after the funeral or memorial service, unless different days are agreed upon between the employee and the Hospital.

Unpaid time off as a personal LOA may be requested by the employee if needed in addition to bereavement leave.

- (C)(2) **BEREAVEMENT LEAVE (Mercy only)** - A leave of absence of three (3) days without loss of pay shall be granted to employees in case of death in the family (parents, parents-in-law, grandparents, grandchildren, brothers, sisters, sons, daughters, husbands, wives, brother-in-law, sister-in-law, son and daughter-in-law, step-father step-mother, step-son, step-daughter, step-brother and step-sister and such significant others as may be agreed upon between the employee and the Hospital) for the purpose of attending the funeral or memorial service of the deceased. Such leave shall be the day before, the day of, and the day after the funeral or memorial service, unless different days are agreed upon between the employee and the Hospital. Unpaid time off as a personal LOA may be requested by the employee if needed in addition to bereavement leave.
- (D) **MILITARY LEAVE** - Employees shall be granted an unpaid leave of absence for temporary military training. An employee shall not be required to use accumulated PTO during such leave.
- (E) **OTHER LEAVES OF ABSENCE** - Requests for unpaid leaves of absence, one day or longer, for reasons other than illness, disability, pregnancy, or jury duty may be granted with supervisory approval.
- (F) **REPLACEMENT FOR ON-LEAVE EMPLOYEES** - With respect to all leaves of absence, the Hospital may hire an employee to replace the individual on leave of absence on a temporary basis. The employee so hired shall be terminated upon return of the regular employee from the leave of absence. (Mercy only ) *When a full time employee is granted a leave of six (6) week or more, the Hospital will post his/her job, if the census allows, as "temporary full-time".*
- (G) **SENIORITY DURING LEAVES OF ABSENCE** - There shall be no break in seniority during the period of a leave of absence. No credit for purposes of wage increments, PTO or frozen sick shall be given during the period of a leave of absence, but an employee shall not lose service previously accrued.

## **ARTICLE 13 SENIORITY**

- (A) **DEFINITION** - Seniority for full time, part-time and casual employees shall be based on an Employee's compensated hours accrued with the Hospital after the most recent date of employment. Compensated hours shall exclude overtime for all hours on and after March 1, 1991. (Mercy only) July 29, 1991. Employees voluntarily transferring from one classification to another will accrue compensated hours from the date of transfer to the new classification. Employees involuntarily transferring from one classification to another shall retain all previously accrued compensated hours. An employee who is transferred to another classification as a result of the elimination of the employee's job

shall be deemed to be involuntarily transferred. The Hospital will indicate on its records whether a change of classification is voluntary or involuntary. *(Mercy only)* Seniority shall be separate for each classification covered by this Agreement and there shall be a single list for full-time and part-time employees for each classification.

- (B) ESTABLISHMENT AND POSTING OF SENIORITY LIST - Seniority lists shall initially be established by crediting employees with all compensated hours accrued since their most recent date of hire. If the Hospital's records do not reflect compensated hours for past years, employees will be credited with compensated hours on the basis of two thousand eighty (2,080) compensated hours for each year of full-time service and one thousand forty (1,040) hours for each year of part-time service. Parts of a year for either full-time or part-time service shall be prorated. There shall be no break in seniority during the period of a leave of absence.

On or before January 10 of each year, such seniority lists shall be revised and posted on department and general Hospital bulletin boards and a copy furnished to the Union. Within fifteen (15) days after posting, employees may file, with the Hospital, written objections to such lists and a copy thereof shall be forwarded to the Union. Twenty (20) days after posting, such lists shall become permanent unless objection, in writing, is given to the Hospital by the Union.

- (C) LAYOFF AND RECALL - In reducing the number of employees or in making a permanent reduction in hours, the Hospital will determine the number of positions and/or hours to be reduced within a classification. Subject to the preceding sentence, layoffs and permanent reductions in hours shall be made in reverse order of seniority, except that special capabilities may be considered for positions requiring special skills. Employees shall be given fourteen (14) calendar days notice of layoff or pay in lieu thereof. Laid off employees shall be given the opportunity to return to work in a previous classification held by such employee on the basis of the seniority the employee earned in the previous classification.

Employees shall be recalled in reverse order of layoff. Employees shall retain recall rights for a period equal to their accrued seniority up to a maximum of one (1) year.

- (D) STUDENT TRAINING PROGRAMS - *(Mercy only)* Any student employed by the Hospital, who is pursuing a regular course of instruction in a high school and participating in any student-learner training program including "The Trade and Industrial Cooperative Training Program" and "The Office Education Program", shall be excluded from this contract. No regular employee covered by the agreement shall be laid off or have hours reduced as a result of the Hospital's employment of such students.
- (E) REDUCTION OTHER THAN LAYOFF - In the event the Employer determines a need to reduce the number of employees scheduled on a particular unit and/or shift because of changes in staffing needs, the following procedure will be utilized:

1. Voluntary absent days will be requested from employees on the affected unit and/or shift in accordance with staffing patterns established for that unit and/or shift by the Employer. Voluntary absent days shall be granted in seniority order of those employees signing the request sheet.
2. If the needed reduction is not accomplished by (1) above, employees will be required to take absent days on the basis of seniority within the unit on the scheduled shift, provided the more senior employees are qualified and properly oriented to perform the available work. A senior employee being reduced a full shift under this paragraph will be given the opportunity, to the extent practicable, to replace a less senior employee in the same classification on the same shift provided the more senior employee is qualified and properly oriented to perform the available work. Employees working extra shifts shall be required to take an absent day before any regularly scheduled full-time or part-time employee. If more than one (1) employee is working an extra shift, overtime shifts shall be canceled first.
3. All eligible employees shall continue to accrue the following benefits when requested to take voluntary or mandatory absent days or for hours lost while serving as a member of the Union Negotiating Committee:
  - (a) **PTO**
  - (b) Health Insurance
  - (c) Life Insurance
  - (d) Dental Insurance
  - (e) Salary Increments
  - (f) Seniority
  - (g) Pension

In the event a full-time employee has the employee's hours involuntarily reduced herein by more than a total of eight (8) shifts within four (4) consecutive pay periods, the Employer will review the staffing needs in the employee's department and determine if layoffs are appropriate. Employees shall be given one (1) hour notice of an absent day to be taken under the provisions of the Section. If the employee does not receive at least one (1) hour's notice, the employee will be given the opportunity to work a minimum of four (4) hours or receive four (4) hour's pay in lieu thereof.

(F)(1) **JOB VACANCIES (Abbott, PEI, United only)** – Vacancies or new positions shall be awarded to the senior employee applicant where the employee currently possesses the necessary capabilities to perform the work. Qualifications for the job shall be posted by the Employer, and the posting shall include the shift and number of hours for the position. No employee shall be eligible to bid on a job vacancy or new position until the employee has worked in the employee's existing job for a minimum of one hundred eighty (180) days. The provisions of the preceding sentence shall not apply when employees bid on vacancies or new positions in the employee's same classification.

All vacancies shall be bulletined for a minimum of five (5) calendar days, and notice of the same furnished to the Union at the same time. Each Hospital shall develop a system to ensure that only applicants signing the posting during the five-calendar day posting period will be considered.

Temporary assignments may be made during such posting period only; provided assignments to a new classification may be on a temporary basis for ten (10) days.

If a question arises as to the capability of an employee to perform the employee's duties after the above herein procedure has been used, that question, and any other question incidental thereto pertaining to the employee's classification and rate of pay, shall be settled by mutual agreement between the Employer and the Union. If such questions cannot be so settled, they shall be settled by arbitration as provided in Article 2.

In filling vacancies or new positions, senior employees in the classification where the vacancy or new position is located shall be given preference.

- (F)(2) *JOB VACANCIES (Mercy only ) Vacancies or new positions shall be awarded to the senior employee applicant where the employee currently possesses the necessary capabilities to perform the work. Qualifications for the job shall be posted by the Employer, and the posting shall include the shift and number of hours for the position. New employees are not eligible for transfer to another classification or within the same classification to another unit until they have completed six months of employment. No other employees shall be eligible to bid on a job vacancy or new position until he/she has worked in his/her existing job for a minimum of one hundred twenty (120) days. The provisions of the preceding sentence shall not apply when employees bid on vacancies or new positions in the employee's same classification.*

*All vacancies shall be bulletined for a minimum of five (5) calendar days, and notice of the same furnished to the Union at the same time. Each Hospital shall develop a system to ensure that only applicants signing the posting during the five-calendar day posting period will be considered. Temporary assignments may be made during such posting period only; provided assignments to a new classification may be on a temporary basis for ten (10) days.*

*If a question arises as to the capability of an employee to perform the employee's duties after the above herein procedure has been used, that question, and any other question incidental thereto pertaining to the employee's classification and rate of pay, shall be settled by mutual agreement between the Employer and the Union. If such questions cannot be so settled, they shall be settled by arbitration as provided in Article 2.*

*In filling vacancies or new positions, senior employees in the classification where the vacancy or new position is located shall be given preference.*

*It is usually in the mutual interest of the parties to preserve and create full-time positions. Accordingly, when a full-time vacancy occurs, the Hospital will first post the job as full-*

time before breaking it into part-time jobs, unless this is required to meet weekend coverage. If a full-time position is vacated and full-time hours no longer exist for that position, the Hospital, when feasible, will combine the remaining hours with other part-time positions to create a full-time job. When a full-time employee is granted a leave of six (6) weeks or more, the Hospital will post his or her job, if the census allows, as "Temporary Full-time." When a part-time job is vacated, if feasible, the Hospital will post the newly available hours to allow part-time employees to increase their scheduled hours.

Quarterly, the Hospital will review the overall percentages of full-time employees and if the percentages have fallen, the parties will jointly problem-solve methods to maintain the higher percentage. On a quarterly basis, the employee may request a review of his/her work hour status. The review will include a meeting with the employee's manager and union representative to determine the appropriateness of a status change.

If the Hospital plans to decrease full-time jobs, the Hospital will meet with the Union to explore options.

(G)(1) TEMPORARY VACANCIES (Abbott, PEI, United only) - Notice of temporary vacancies shall be posted by the Hospital. Temporary postings will specify the approximate length of time that the position will be open. Employees in the same classification may apply for the vacancy if it would result in an increase in hours. The position shall be awarded to the senior eligible employee making application. The provisions of this Section shall not apply to a vacancy created by an employee taking a temporary position under the provisions of this Section. An employee shall be returned to the employee's regularly scheduled position when the temporary job has been completed. When a temporary vacancy becomes a permanent position, the Hospital will re-post that position.

(G)(2) TEMPORARY VACANCIES (Mercy only) - Notice of temporary vacancies shall be posted by the Hospital. Employees in the same classification may apply for the vacancy if it would result in an increase in hours. The position shall be awarded to the senior eligible employee making application. The provisions of this Section shall not apply to a vacancy created by an employee taking a temporary position under the provisions of this Section. An employee shall be returned to the employee's regularly scheduled position when the temporary job has been completed.

(H) NEGOTIATIONS (Abbott, PEI, United only) - Negotiations may take place by mutual agreement between the Union and an individual Hospital interested in combining similar jobs (or job classifications) within the contract for the purposes of seniority accrual. This is to allow for employees under such job classifications to work in either classification without a loss of seniority.

**ARTICLE 14**  
**CORRECTIVE ACTION AND DISCHARGE**

- (A) **JUST CAUSE** - The Employer shall not initiate **corrective action**, discharge or suspend an employee without just cause. Employees **who are under the influence of drugs and/or alcohol**, bring **drugs or alcohol** on the premises, are dishonest or violate rules directly affecting patient comfort or safety shall be considered grounds for discharge.
- (B) **NOTICE OF CORRECTIVE ACTION AND DISCHARGE** - A copy of any corrective action shall be given to the employee **with a copy provided to the Union**. Employees shall be notified of their right to have a Union steward present during a corrective action meeting. Request for Union representation shall be granted promptly so as not to delay corrective action or investigation. When an employee declines Union representation, a Steward Wavier Notice must be provided to the employee and signed by the employee. A copy will be provided to the Union.
- (C) **SUSPENSION - TIME LIMITS** - Disciplinary suspensions shall not exceed fourteen (14) working days.
- (D) **CORRECTIVE ACTION FOR ABSENTEEISM** - In the event an employee's attendance becomes a concern, the employee and the manager will meet together to discuss the circumstances surrounding the employee's attendance prior to the start of the corrective action process, and after such discussion(s), they will develop an ongoing plan for improvement.
- (E) **REMOVING WRITTEN CORRECTIVE ACTION**

**Written notice of corrective action will be removed from an employee's personnel file, upon the employee's request, after twenty four (24) months from its date of issuance, provided there is no subsequent corrective action issued to the employee within such twenty four (24) month period.**

**ARTICLE 15**  
**WAGES**

- (A) The minimum wage scale for the classifications of work covered in this Agreement shall be as outlined in Appendix A, attached to each Hospital's specific Addendum at the end of the Agreement.
- (1) **LEAD-PAY** - If the Employer establishes a permanent lead person for any of the classifications listed in this Agreement, the rate of pay for such lead person classification shall be seventy-five cents (\$.75) per hour above the rate of pay for the applicable classification. The decision as to whether a lead person classification will be utilized shall be made in the sole discretion of the Employer. Any lead position shall be posted and filled in accordance with Article 8(E).



(Abbott, PEI and United only ) Qualifications and clearly defined duties for the job shall be posted by the Employer.

Individuals receiving lead pay shall not engage in duties that are deemed to be supervisory under the National Labor Relations Act. If the Employer requests an individual to assume a lead role on a temporary basis that employee shall receive lead pay.

- (B) **WAGE INCREMENTS - FULL-TIME/PART-TIME** - Wage increments for full-time employees shall be based on length of service with the Hospital. Wage increments for part-time employees shall be based on one (1) year's credit for each two thousand eighty (2,080) compensated hours. In the event of a change of classification, the Employee shall receive a wage rate in the new classification based on said length of service, regardless of whether such new rate is greater or less than the rate in the old classification. Provided, however, that in the event of a voluntary change in classification where the lowest rate of the new classification is equal to or exceeds the highest rate of the old classification, the employee shall be placed at the lowest increment scale of the new classification and will accrue further increments from the date the employee began work in said new classification.

(C) **SHIFT DIFFERENTIAL**

Nights – third (3<sup>rd</sup>) shift:

The shift differential shall be seventy cents (\$.70) per hour for the night shift.

The night shift differential shall be paid for any full-time shift where 50% or more of the hours scheduled occur after 11:00 p.m.

Evenings – second (2<sup>nd</sup>) shift:

The shift differential shall be sixty cents (\$.60) per hour for the evening shift.

The evening shift differential shall be paid for any full time shift where 50% or more of the hours scheduled occur after 3:00 p.m.

- (D) **WEEKEND PREMIUM PAY** - Full-time and part-time employees with a minimum of ten (10) years of employment since their most recent date of hire shall receive forty cents (40¢) per hour for six (6) consecutive weekend shifts starting with the Saturday morning day shift and ending with the Sunday night shift. Employees with a minimum of fifteen (15) years of service shall receive sixty-five cents (\$.65) per hour for the six weekend shifts starting with the Saturday morning day shift and ending with the Sunday night shift.

- (E) **TRANSLATOR PAY** – At the Employer's request employees may be asked to interpret for employee to employee interpretation for orientation, training, education, coaching and

counseling. The employee will receive interpreter differential of one dollar (\$1.00) per hour in hourly increments for the time spent performing interpretation services.

- (F) **ADVANCE NOTICE - FOUR HOUR WORK GUARANTEE** - Employees required to report for work will be guaranteed at least four (4) hours work. Any work over four (4) hours shall be paid for at the regular rate. The foregoing provision shall not apply to any employee who desires to, or prefers to, work less than four (4) hours.

**(G)(1) ON-CALL EMPLOYEES - (Abbott, PEI, United only)**

Employees who are notified or alerted to be "On-Call" shall receive a one fourth (¼) pay for any hours awaiting such call.

On-call is a duty or assignment, which requires an employee to be available to work, be on-call, should they be needed. An employee may be scheduled to be on call or they may be assigned this duty as a result of low need. If an employee is called to work while on call and works a total of 16 hours or more hours in any 24 hour period she or he shall have the option of being released from the scheduled work shift immediately following the scheduled work period of on call duty.

**(G)(2) ON-CALL EMPLOYEES - (Mercy only)**

*Employees who are notified or alerted to be "On-Call Off Premise" shall receive three dollars and sixty five cents (\$3.65) per hour or sixty-five percent (65%) of minimum wage, whichever is greater pay for each hour awaiting such call.*

*Any employee who is required to remain on the hospital premises shall receive the minimum statutory wage. However, if the employee's services are required during such period of time, the employee shall be compensated with a minimum of one (1) hour compensation at his/her regular rate for each time his/her services are required. In the event an employee's regular work time and On Premise-On Call time exceed eighty (80) hours in a consecutive two-week period, then the employee's On Premise-On Call time, to the extent that such total hours exceed eighty (80) hours shall first be compensated at time and one-half (1-1/2) of the On Premise-On Call rate of pay only if the employee's total regular work hours exceed eighty (80) hours during any such period, that the employee shall then receive time and one-half (1-1/2) compensation based upon his/her regular hourly rate of pay for such regular work hours.*

*On-call is a duty or assignment, which requires an employee to be available to work, be on-call, should they be needed. An employee may be scheduled to be on call or they may be assigned this duty as a result of low need. If an employee is called to work while on call and works a total of 16 hours or more hours in any 24 hour period she or he shall have the option of being released from the scheduled work shift immediately following the scheduled work period of on call duty.*

- (H) **PAY DAYS - EMPLOYER COMPUTATIONS** - Definite paydays shall be established, preferably semimonthly, if possible. An employee shall be permitted to know on what

basis the employee's pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of the employee's total take-home pay, if requested. An employee whose regular day off falls on a payday shall receive the employee's paycheck, if available, on the last scheduled workday before such payday. Five (5) working days shall be allowed the Employer to make up and distribute the payroll.

- (I) **ERROR IN PAY** - When an error in pay occurs at no fault of the employee amounting to fifty dollar (\$50.00) or more in gross pay the error shall be corrected within two (2) working days (Monday-Friday) from the time the employee requests a correction.

## **ARTICLE 16 HEALTH AND WELFARE BENEFITS**

- (A) **HOSPITALIZATION/MEDICAL AND SURGICAL BENEFITS** - Full-time and part-time employees regularly scheduled to work twenty (20) hours or more per week may elect to be covered under the Hospital's non-contract hospitalization medical and surgical program as it may be amended from time-to-time by the Hospital. **The parties intend the health care plans for 2007 to remain, essentially the same. The Basic plan will be eliminated January 1, 2007. Co-pays, co-insurance and deductibles will be frozen in 2007 at 2006 rates, unless the Union determines that doing so will unreasonably increase the amount of premium contributions. SEIU employees will form their own group plan and will be carved out of the non-contract group health care plan as soon as permissible in 2006.**

**EMPLOYEE COVERAGE** -Effective March 1, 2006, The Hospital shall pay toward single employee coverage as follows.

<b>ALLINA CARE</b>	<b>85%</b>
<b>ALLINA DEDUCTIBLE</b>	<b>85%</b>
<b>ALLINA BASIC</b>	<b>85%</b>

Effective January 1, 2007, the Hospital shall pay toward single employee coverage as follows:

<b>ALLINA CARE</b>	<b>85%</b>
<b>ALLINA DEDUCTIBLE</b>	<b>90%</b>

**DEPENDENT COVERAGE** - All eligible employees may elect to be covered by dependency provisions of the plan. The Employer shall pay the following: effective March 1, 2006:

<b>ALLINA CARE AND BASIC</b>	
Employee plus child(ren)	80%
Employee plus spouse	80%
Family	83%

#### ALLINA DEDUCTIBLE

Employee plus child[ren]	85%
Employee plus spouse	85%
Family	85%

Effective January 1, 2007, the Hospital shall pay dependent coverage as follows:

#### ALLINA CARE

Employee plus child[ren]	80%
Employee plus spouse	80%
Family	83%

#### ALLINA DEDUCTIBLE

Employee plus child[ren]	85%
Employee plus spouse	85%
Family	85%

Eligibility for Coverage (Abbott, PEI, United only) - Employees shall be eligible for the coverage provided in this Section after completing sixty (60) days of employment.

*(Mercy only) Employees shall be eligible for the coverage provided in this Section the first of the month following thirty (30) days of employment.*

#### (B) INCOME PROTECTION (IP) (Short Term Disability)

PTO eligible employees as defined under Article 11 (A) and (G), are entitled to Income Protection (IP) ("Eligible Employees"). The Income Protection (IP) program pays 60% of an employee's regular earnings during a period of disability for a maximum of up to 80 calendar days. Eligible Employees are automatically enrolled at no cost.

There is a 10 consecutive calendar day waiting period for IP, beginning the first day of continuous covered total disability. During this waiting period, Employees must use FSL (frozen sick leave) if available, or PTO. Should the employee not have any FSL or PTO, this waiting period shall be unpaid. The maximum 80-day paid benefit period begins at the end of the 10-day waiting period.

IP is effective the first calendar day of the month on or after an Eligible Employee commences active employment. For the purposes of Income Protection, "active employment" is defined as being physically present at your regular work site or at an alternate site if on official Allina business and includes a scheduled day of PTO or an approved paid leave of absence or unpaid FMLA leave.

If an employee is eligible for coverage under the IP program, the employee must use PTO during the waiting period prior to the start of the IP program except:

1. If an employee has available FSL, he/she must use PTO for the first day of absence due to disability and then his/her Frozen Sick Leave will automatically be used for the remainder of the waiting period or until such leave is exhausted, if shorter; or
2. If the employee's available FSL is not sufficient to cover the waiting period, the employee must use PTO for absences during the remainder of the waiting period.

An employee may elect to supplement his/her benefits under the IP program with PTO up to 100% of his/her pay. This election is irrevocable, and may not be changed for the remainder of the disability period. If the employee elects to supplement his/her IP benefits with PTO, he/she may reserve up to forty (40) hours of PTO for availability upon his/her return to work. Elections to reserve PTO are also irrevocable.

Other terms of the IP Program apply. Further information is available by reviewing *Allina's Income Protection Program*.

(C) **LONG-TERM DISABILITY**

PTO eligible employees as defined under Article 11 (A) and (G), are entitled to Income Protection (IP) ("Eligible Employees"). The Hospital shall provide and pay the premium for a long-term disability plan for Eligible Employees. The policy shall pay 60% of the employee's covered earnings, as defined by the Long-Term Disability Policy. If an eligible employee applies for and is approved for benefits, those benefits shall commence on the 91<sup>st</sup> calendar day of disability and will be paid monthly. The employee shall be taxed on the Long-Term Disability premiums paid by the Hospital. Therefore, any disability benefits received by an Employee under Long-Term Disability will be paid on a non-taxable basis. Coverage begins the first calendar day on or after an Eligible Employee commences active employment.

Other terms of the long-term disability policy applies. Further information is available by reviewing the Long-Term Disability Policy.

- (D) **LIFE INSURANCE** - The Hospital shall provide and pay the cost of a group life insurance plan providing twenty thousand dollars (\$20,000) in coverage to all full-time and part-time employees regularly scheduled to work twenty (20) hours or more per week. Employees must have completed at least sixty (60) days of employment.
- (E) **DENTAL INSURANCE** - The Hospital will pay the full cost of a single employee dental insurance program for full-time and part-time employees who are regularly scheduled to work twenty (20) hours or more per week. Eligible employees shall be covered after completing six (6) months of continuous service with the Hospital. The Hospital will make available to employees a family dental option to be paid by the employee.

*(Mercy only) The Hospital may select, in its discretion, which of its plans shall be designated as the 'base plan.'*

- (F) ADOPTION ASSISTANCE – Employees are eligible for participation in the Allina Adoption Assistance Program as is available to Allina employees.
- (G) GENERAL - All health and welfare benefits provided in this Article shall be subject to coordination of benefits. The Hospital shall furnish to the Union a list of the employees for whom such benefits are provided and shall notify the Union when any employees are added to or dropped from the list.

Application forms for such coverage and claim forms for such benefits shall be supplied to the Union by the Hospital.

**ARTICLE 17A**  
**PENSION BENEFITS – (Abbott, PEI, and United only)**

- (A) Pension contributions shall be provided to the existing Twin City Hospital Workers Pension Fund in the following manner:

<u>Effective March 1, 2006</u>	<u>\$ .47 per hour</u>
<u>Effective March 1, 2007</u>	<u>\$ .50 per hour</u>
<u>Effective March 1, 2008</u>	<u>\$ .56 per hour</u>

- (B) The Hospital shall pay from the employee's date of hire to said pension fund, the above amount for each hour worked by each employee covered by the terms of this Agreement. Payment shall be made periodically for periods not to exceed one (1) month, at such times as shall be agreed to between the parties. In computing and determining the number of hours worked by any employee under this Article, all time off from work on paid sick leave, paid Jury leave, paid funeral leave, paid holidays paid vacation or any other compensated hours shall be counted as hours worked by the employee.

The Hospital shall furnish the following information to said pension plan: Employee name, address, date of hire, birthrate, and social security number. The Hospital shall also furnish to the pension fund on a monthly basis a list of all hours worked by each compensated employee covered by this Agreement.

- (C) The payments made shall be used to provide pension benefits for covered employees and shall apply to employees retiring on or after January 1, 1966. The amounts paid to the pension fund shall be held in trust for the exclusive benefit of all covered employees.
- (D) The pension fund shall be administered by a Board of Trustees initially consisting of six (6) members. Three (3) shall be designated by the Union and three (3) by the Hospitals' representative, Labor Relations Board of the Minnesota Hospitals and Healthcare Partnership (MHHP). In the event other hospitals, not members of Labor Relations Board

of MHHP, become contributing employers to the pension fund and there is agreement that such hospitals shall be represented on the Board of Trustees, the number of trustees shall be modified to provide for such representation. Provided, however, that in all events the number of Union trustees shall equal those designated by the Hospitals. All action of the trustees shall be by unit vote with the Hospital trustees collectively casting one (1) vote and the Union trustees collectively casting one (1) vote. The parties shall forthwith amend the provisions of the existing Pension Trust Agreement and Pension Plan to incorporate the changes in the method of administration provided in this Section. There shall be an annual meeting of the trustees and such other meetings as they may determine.

An annual audit of the pension fund shall be conducted by a certified public accountant, who shall be selected by mutual agreement of the Union and the Hospitals. If no such selection has been made within sixty (60) days of the date hereof, selection shall be made by this Board of Arbitration.

The trustees shall apply all funds received pursuant to this Article exclusively to provide pension funds, except such disbursements as are specifically provided for herein. They shall serve without compensation, but may be reimbursed for actual and necessary expenses incurred in connection with their duties as trustees. They may authorize payment of reasonable expenses of administration of the fund, including such fees and services as are directly related to the pension fund.

- (E) Employees covered by this Agreement shall automatically be members of the pension fund upon submission by the Employer to the pension fund of such information and may be necessary for pension purposes. The trustees thereupon shall certify the facts of such membership to the Hospital and the covered employee. No application, enrollment or other kind of action shall be required of any such employee as a condition to coverage or membership within the pension fund.
- (F) Any unresolved dispute arising out of the action, or inaction, of the trustees, or the operation of the pension fund, shall be submitted to arbitration upon prompt written notice by the parties. Such notice shall set forth the nature of the dispute and request submission thereof to a neutral arbitrator. The effect of any proposed action by the trustees, or any proposed operation of the pension fund shall be suspended, upon giving such notice, until determined by the neutral arbitrator. The neutral arbitrator shall be designated by agreement of the parties. If no agreement is reached, the Chief Judge of the District Court of the Second Judicial District (Ramsey County) shall submit the names of five (5) qualified neutral arbitrators. The parties shall then alternately delete names from this list until one name remains. The remaining person shall then serve as the neutral arbitrator.

The decision of the neutral arbitrator shall be final and binding on all parties. The fees and expenses of the neutral arbitrator shall be paid as an expense of administration of the pension fund.

**ARTICLE 17B**  
**PENSION BENEFITS – (Mercy only)**

*The Hospital will continue to maintain its present pension program and will negotiate with the Union concerning any improvement therein if the Hospital's pension benefits level is less than those existing under the Twin City Hospital Pension Fund which Local 113 is a party to. Employees will continue to receive the 403 (B) match as determined by the Hospital.*

**ARTICLE 18 – (Abbott, PEI, United only)**  
**SOCIAL SECURITY BENEFITS**

The Hospital and the Union shall cooperate and perform all acts necessary to insure coverage of any employees eligible for benefits under the Federal Social Security Act of said benefits which may now or hereafter be applicable to any employee.

**ARTICLE 19**  
**HEALTH AND SAFETY**

**(A) STATEMENT OF PURPOSE**

It shall be the policy of the Hospital that the safety of the employees, the protection of work areas, the adequate education and necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. The Hospital is committed to a culture that **reduces workplace exposures causing health effects** and enhances overall safety and security in the workplace. Further, the Hospital is committed to providing employees a work environment that is free from hostile, abusive and disrespectful behavior and will make reasonable effort to provide employees with safe and adequate equipment, working environment and facilities.

**(B) EMPLOYEE RESPONSIBILITY**

It shall be the responsibility of all employees to cooperate in programs to promote safety **for themselves and for the public** including participation on committees and compliance with rules and behaviors to promote safety and a violence-free workplace. Employee responsibility also includes the proper use of all safety devices in accordance with recognized safety procedures.

**(C) RIGHTS TO PARTICIPATE**

**Allina Health & Safety Council Participation.** There shall be one Local 113 SEIU member representative selected or elected by the Union to participate on the Allina Health & Safety Council and may participate as appropriate on Allina Health & Safety Council sub-committee/hazard reduction committees. **Hospital Health & Safety Sub-Committee Participation.** There shall also be a member selected or



**ected by the Union to participate on the Hospital Health and Safety Sub-Committee. Such Sub-Committee is responsible for reviewing all safety incidents and safety concerns, annual planning and evaluation. This Sub-Committee makes recommendations for corrective action and improvements.**

**(D) EMPLOYEES' RIGHT TO KNOW**

When the Hospital **receives and investigates** a report that a dangerous, unhealthful, or potentially dangerous or unhealthful condition is present on a particular unit the Hospital shall **inform all Local 113 employees working in the unit or affected area.**

**(E) INFECTIOUS OR CONTAGIOUS DISEASES**

Where infectious or contagious diseases are diagnosed or suspected, upon request of a Union Representative, the Hospital shall meet promptly with the Union to determine what steps, if any, are necessary to safeguard the health and safety of workers and patients. Any worker represented by the Local who may be at risk of exposure to an infectious agent or agents as a result of their work responsibilities shall be informed of **what risk the patient poses and the measures that will be taken to protect the employee** according to Hospital policy and procedure.

**(F) VIOLENCE IN THE WORKPLACE**

The Hospital will have a trained response team(s) which will respond to all emergency situations where violence or the threat of violence occurs. **This team may be Security Officers trained to deal with violent situations. Hospital reports of these situations will be reviewed** by the Health and Safety Committee. The Hospital will offer counseling or other delayed stress debriefings for any employees that are victims of assault. Any employee who is assaulted at work and is unable to continue working will be given the opportunity to be free from duty without loss of pay for the remainder of the shift.

**(G) RESPECTFUL WORKPLACE**

**The Union and Hospital and are committed to providing a work environment that is free from hostile, abusive and disrespectful behavior.**

**(H) HEALTH AND SAFETY EDUCATION**

No employee shall be required or allowed to work on any unit or operate any equipment until the employee has received proper education, training, and instruction.

**(I) WORKERS COMPENSATION**

The Hospital shall provide the Union with copies of all First Report of Injury reports submitted by Local 113 SEIU members.

(J) DUTY TO ACCOMMODATE

The Hospital and the Union are committed to support the return to work of employees with disabilities and to ensure that they are treated with respect and dignity at all times. For each disabled employee **requesting a permanent accommodation and unable to perform essential job duties as identified and documented by the employee's and/or Employee Health Service's health care practitioner**, the Hospital, Union and employee shall **jointly discuss** a modified role utilizing as much as possible the employee's previous job classification and skills. For temporary work assignments to **accommodate a medical condition that is a non-union position**, the employee will remain a union member with all rights and protections of the contract.

(K) REFUSAL TO WORK UNDER DANGEROUS CONDITIONS

The parties agree to comply with Minnesota Statutes Section 182.654, Subd. 11, as follows,

An employee acting in good faith has the right to refuse to work under conditions which the employee reasonably believes present an imminent danger of death or serious physical harm to the employee.

A reasonable belief of imminent danger of death or serious physical harm includes but is not limited to a reasonable belief of the employee that the employee has been assigned to work in an unsafe or unhealthful manner with a hazardous substance, harmful physical agent or infectious agent.

An employer may not discriminate against an employee for a good faith refusal to perform assigned tasks if the employee has requested that the employer correct the hazardous conditions but the conditions remain uncorrected.

An employee who has refused in good faith to perform assigned tasks and who has not been reassigned to other tasks by the employer shall, in addition to retaining a right to continued employment, receive pay for the tasks which would have been performed if (1) the employee requests the OSHA commissioner to inspect and determine the nature of the hazardous condition, and (2) the commissioner determines that the employee, by performing the assigned tasks, would have been placed in imminent danger of death or serious physical harm.

**ARTICLE 20**  
**STAFFING ADVISORY COMMITTEE**  
**(MERCY ONLY)**

*A Staffing Advisory Committee shall be established to discuss staffing and scheduling issues that affect bargaining unit employees in the patient care areas. The committee will provide direct input to nursing administration and the Labor Management Committee. The Committee shall consist of an equal number of union members and managers. The issues to be covered include on-call guidelines, floating, overtime concerns, assignment of extra hours, vacation and holiday scheduling problems, and other similar policy or action plans as pertains to staffing and scheduling.*

**ARTICLE 21**  
**NO STRIKE / NO LOCKOUT**

There shall be no strikes or lockouts, of any kind whatsoever, during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of this Agreement.

**ARTICLE 22**  
**EDUCATIONAL DEVELOPMENT**

- (A) The Hospital shall pay full-time employees and employees regularly scheduled to work twenty (20) or more hours per week, tuition and required fees and books up to two thousand (\$2,000.00) per year for educational development under the following circumstances:
- (1) The employee must apply in advance in writing, specifying the course, institute, workshop, in-service training, or class the employee wishes to attend.
  - (2) Such education must be health care related and approved by the Hospital.
  - (3) Payment shall be made upon satisfactory completion of the approved educational unit.
  - (4) An employee must be employed by the Hospital for a period of six (6) months before the Employee is eligible for such reimbursement and must remain in the employ of the Hospital for a period of six (6) months after the completion of the education. Provided, nevertheless, that employees shall repay the Hospital any reimbursement they have been paid hereunder to the extent that they do not continue to, or make themselves available to return to, work at the Hospital for at least six (6) months after the completion of the educational unit. Any amount due

the Hospital under this Section may be deducted from the employee's final paycheck.

- (B) Any education required by the Hospital subsequent to employment shall be provided during hours compensated pursuant to the contract Agreement and with the expense thereof paid by the Hospital.

#### ARTICLE 23 SEIU (COPE) LANGUAGE

The Employer agrees to deduct and transmit to SEIU Local 113, COPE, \$\_\_\_\_\_ per pay period, from the wages of those employees who voluntarily authorized such contributions on the forms provided for that purpose by SEIU Local 113. These transmittals shall occur for each payroll period and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

#### ARTICLE 24 DURATION AND RENEWAL OF AGREEMENT

Except as otherwise provided, this Agreement shall be effective from March 1, 2006, through and including February 29, 2008. This Agreement shall remain in full force and effect from year to year thereafter, unless either party shall notify the other party, in writing, at least ninety (90) days prior to March 1, 2008, or March 1 of any year thereafter of its intention to change, modify or terminate this Agreement.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed the day and year first above written.

##### Allina Hospitals and Clinics

[Signature] Date 9/27/06  
Joan Arbach, Manager Support Services,  
Phillips Eye Institute  
[Signature] Date 9/27/06  
John Bien, VP Finance, United Hospital  
Nancy Gerber Date 9/26/06  
Nancy Gerber, Director, HR, Abbott Northwestern  
Hospital  
Fern Geschone Date 10/4/06  
Fern Geschone, Allina Labor Relations Consultant  
Tim Grote Date 9/29/06  
Tim Grote, Director, Facility Management  
Mercy Hospital

##### SEIU Local 113

Admasu Ayele Date 9-26  
Admasu Ayele, Abbott Northwestern  
Hospital  
Denyse Banks Date 9-26-06  
Denyse Banks, Business Representative  
Shannon Reaton Date 9-27-06  
Shannon Reaton, Owatonna Hospital  
Lynn Carlson Date 9/29/06  
Lynn Carlson, Phillips Eye Institute  
Susan DeWaele Date 9-27-06  
Susan DeWaele, United Hospital

Mark B. Nelson Date 4/24/06  
Mark B. Nelson, Director, Facility Mgmt.,  
Abbott Northwestern Hospital

Renee Raming Date 10/9/06  
Renee Raming, Director, Affina Labor Relations

Daryl Schroeder Date 9/26/06  
Daryl Schroeder, VP Operations,  
Abbott Northwestern Hospital

Kim Sorbel Date 9/21/06  
Kim Sorbel, Director, Campus Services,  
United Hospital

Margo Watkins Date 9/27/06  
Margo Watkins, Manager, Nursing,  
Mercy Hospital

Deb Dodds Date 9/28/06  
Deb Dodds, Owatonna Hospital

Jayne Fletcher Date 9/28/06  
Jayne Fletcher, Union Negotiator

Melanie Kellar Date 9-26-06  
Melanie Kellar, Abbott Northwestern  
Hospital

Barry McDonough Date 9-26-06  
Barry McDonough, Mercy Hospital

Elysa Neubauer Date 9/26/06  
Elysa Neubauer, United Hospital

Karmen Onloff Date 9-26-06  
Karmen Onloff, Business Representative

Julie Pieper Date 9-24-06  
Julie Pieper, St. Francis Regional Medical  
Center

Sheila Reason Date 9-26-06  
Sheila Reason, Abbott Northwestern  
Hospital

Florence Reiners Date 9/23/06  
Florence Reiners, Phillips Eye Institute

Gwen Relander Date 10-2-06  
Gwen Relander, St. Francis Regional  
Medical Center

Diane Richter Date 9/26/06  
Diane Richter, Abbott Northwestern  
Hospital

Kathy Schmidtke Date 9/26/06  
Kathy Schmidtke, Mercy Hospital

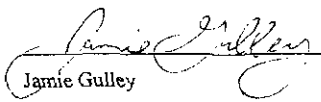
Julie Schnell Date 9-26-06  
Julie Schnell, President  
Mary Wood, United Hospital

**Letter of Understanding  
Between  
SEIU, Local 113 and  
Allina Hospitals and Clinics**

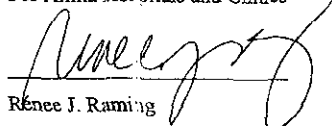
Subject: Master Agreement and 2008 Contract Negotiations

The parties agree that they do not intend to merge bargaining units by creating a compiled agreement (referred to as the "master contract") across contracts/bargaining units. Further, the parties agree that the process for determining how bargaining will be conducted in the 2008 negotiations will be determined at a future date, and that there are no current agreements as to how the bargaining will proceed. The parties agree to meet and determine a process for 2008 negotiations prior to October 1, 2007.

For SEIU, Local 113

  
Jamie Gulley  
Allina Union Director

For Allina Hospitals and Clinics

  
Renee J. Raming  
Director, Labor Relations

**ADDENDUM AGREEMENT  
BETWEEN  
ABBOTT HOSPITAL  
AND  
SEIU LOCAL 113**

# Abbott Northwestern Wages

Page 1 of 3

## Parking Cashier

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$11.66	\$12.58	\$13.22	\$13.76	\$14.04	\$14.46	\$15.03	\$15.16	\$15.31	\$15.62
3/1/2007	\$12.18	\$13.15	\$13.81	\$14.38	\$14.67	\$15.11	\$15.70	\$15.85	\$16.00	\$16.32

## Dietary/Housekeeping/Linen Aide

### Parking Attendant/Courier/

### Yardperson

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$12.53	\$13.38	\$14.08	\$14.56	\$14.89	\$15.38	\$15.86	\$15.98	\$16.14	\$16.46
3/1/2007	\$13.10	\$13.99	\$14.72	\$15.22	\$15.56	\$16.07	\$16.57	\$16.70	\$16.87	\$17.20

## Nursing Assistant

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.11	\$13.98	\$14.64	\$15.19	\$15.45	\$15.98	\$16.50	\$16.65	\$16.81	\$17.15
3/1/2007	\$13.70	\$14.61	\$15.30	\$15.88	\$16.15	\$16.70	\$17.25	\$17.40	\$17.56	\$17.92

## Transport Aide

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$12.66	\$13.52	\$14.21	\$14.75	\$15.01	\$15.53	\$16.06	\$16.20	\$16.37	\$16.69
3/1/2007	\$13.23	\$14.13	\$14.85	\$15.41	\$15.68	\$16.23	\$16.78	\$16.93	\$17.11	\$17.44

## Materials Handler

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$14.39	\$15.31	\$16.12	\$16.68	\$16.97	\$17.54	\$18.05	\$18.26	\$18.44	\$18.80
3/1/2007	\$15.04	\$16.00	\$16.85	\$17.43	\$17.74	\$18.33	\$18.87	\$19.08	\$19.27	\$19.65

## Yardperson Driver

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.34	\$14.32	\$15.00	\$15.48	\$15.83	\$16.32	\$16.85	\$16.99	\$17.16	\$17.50
3/1/2007	\$13.94	\$14.97	\$15.67	\$16.17	\$16.54	\$17.05	\$17.61	\$17.76	\$17.93	\$18.29

## Nutrition Float Pool Aide

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.49	\$14.35	\$15.10	\$15.66	\$15.98	\$16.50	\$17.01	\$17.17	\$17.35	\$17.70
3/1/2007	\$14.10	\$15.00	\$15.78	\$16.37	\$16.70	\$17.25	\$17.78	\$17.94	\$18.13	\$18.50



**Storekeeper / Materials Mgmt Aide**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$12.76	\$13.59	\$14.36	\$14.86	\$15.18	\$15.65	\$16.20	\$16.32	\$16.49	\$16.83
3/1/2007	\$13.34	\$14.20	\$15.01	\$15.53	\$15.87	\$16.35	\$16.93	\$17.05	\$17.24	\$17.58

**Equipment Processor**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$12.86	\$13.75	\$14.47	\$15.02	\$15.33	\$15.84	\$16.30	\$16.45	\$16.61	\$16.94
3/1/2007	\$13.44	\$14.37	\$15.12	\$15.69	\$16.02	\$16.55	\$17.03	\$17.19	\$17.36	\$17.70

**Central Process Case Cart****Tech/Bldg Maint Mech I**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.05	\$13.89	\$14.63	\$15.11	\$15.48	\$15.94	\$16.43	\$16.61	\$16.78	\$17.11
3/1/2007	\$13.64	\$14.52	\$15.29	\$15.79	\$16.17	\$16.66	\$17.17	\$17.36	\$17.53	\$17.88

**Central Process Case Cart Tech with Certification (1)**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.55	\$14.39	\$15.13	\$15.61	\$15.98	\$16.44	\$16.93	\$17.11	\$17.28	\$17.61
3/1/2007	\$14.14	\$15.02	\$15.79	\$16.29	\$16.67	\$17.16	\$17.67	\$17.86	\$18.03	\$18.38

**OR Instrument Processor**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.70	\$14.59	\$15.33	\$15.89	\$16.21	\$16.74	\$17.23	\$17.40	\$17.58	\$17.92
3/1/2007	\$14.31	\$15.25	\$16.02	\$16.61	\$16.94	\$17.50	\$18.01	\$18.18	\$18.37	\$18.73

**OR Instrument Processor with Certification (1)**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$14.20	\$15.09	\$15.83	\$16.39	\$16.71	\$17.24	\$17.73	\$17.90	\$18.08	\$18.42
3/1/2007	\$14.81	\$15.75	\$16.52	\$17.11	\$17.44	\$18.00	\$18.51	\$18.68	\$18.87	\$19.23

**Shuttle Bus Driver****Surgical Support Sec****Anesthesia Aide****Floor Care Asst**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.80	\$14.68	\$15.43	\$15.98	\$16.31	\$16.84	\$17.35	\$17.51	\$17.70	\$18.05
3/1/2007	\$14.42	\$15.35	\$16.13	\$16.70	\$17.04	\$17.60	\$18.13	\$18.30	\$18.50	\$18.87

**Warehouse II**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$15.33	\$16.21	\$16.99	\$17.64	\$17.97	\$18.49	\$19.05	\$19.26	\$19.46	\$19.84

3/1/2007	\$16.02	\$16.94	\$17.76	\$18.43	\$18.78	\$19.32	\$19.91	\$20.13	\$20.33	\$20.74
Page 3 of 3										
<b>Head Cook</b>										

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$14.81	\$15.74	\$16.59	\$17.12	\$17.46	\$17.95	\$18.52	\$18.73	\$18.92	\$19.29
3/1/2007	\$15.48	\$16.44	\$17.33	\$17.89	\$18.25	\$18.76	\$19.36	\$19.57	\$19.77	\$20.16

**Driver-Light A/Courier**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$17.70	\$18.62	\$19.54	\$20.17	\$20.58	\$21.20	\$21.77	\$22.01	\$22.22	\$22.67
3/1/2007	\$18.50	\$19.45	\$20.42	\$21.07	\$21.51	\$22.15	\$22.75	\$23.00	\$23.22	\$23.69

**Bldg Maint Mechanic II**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$20.58	\$21.67	\$22.64	\$23.39	\$23.81	\$24.51	\$25.14	\$25.38	\$25.62	\$26.14
3/1/2007	\$21.51	\$22.65	\$23.66	\$24.44	\$24.88	\$25.62	\$26.27	\$26.52	\$26.77	\$27.31

**First Cook**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$14.14	\$15.01	\$15.81	\$16.31	\$16.69	\$17.18	\$17.72	\$17.88	\$18.05	\$18.41
3/1/2007	\$14.78	\$15.68	\$16.52	\$17.04	\$17.44	\$17.95	\$18.52	\$18.68	\$18.87	\$19.24

(1) Rates for these classifications with certifications shall be paid \$0.50 above the rates for Central Process Case Cart Tech and OR Instrument Processor. The employee must maintain current certification in order to receive the higher rate of pay. A lapse in certification will result in a return to the uncertified pay scale.

## ABBOTT NORTHWESTERN HOSPITAL

(1) Employees working as Department Aides will be classified as "(Department Name) Aide" and will receive pay rates equal to Nursing Assistants if the training and responsibility of the job is comparable to that of Nursing Assistants. All other Department Aides will be paid at the same rate as the grouping of Dietary Aide, Housekeeping Aide, etc., as provided in this Agreement.

(2) The Building Maintenance Mechanic I rate shall be applicable to those Building Maintenance Mechanics whose primary function is the performance of miscellaneous repair and maintenance functions of a handyman or utility nature which do not require specialized skills or training such as repair of doors, hinges, locks, repair of windows and glass and hanging of pictures, drapes, and shades.

(3) The Building Maintenance Mechanic II rate shall be applicable to those Building Maintenance Mechanics whose primary function is the performance of a variety of skilled functions which require ability usually acquired over a prolonged period of training and experience including, but not limited to, such skills as those of a painter, carpenter, cabinetmaker, electrician, and plumber. Employees performing functions who have not acquired the necessary skills to perform as a fully-qualified Building Maintenance Mechanic II shall be paid a rate at least equal to the Level I rate and shall be advanced to the Level II rate at such time as they are able to full perform the functions required of a Building Maintenance Mechanic II.

## LETTER OF UNDERSTANDING

This is to confirm this agreement reached during the 1991 negotiations which is to be included in a letter of understanding:

It is agreed that each Hospital reserves the right to establish and modify parking charges for the life of the current contract. The Union reserves its right to negotiate with respect to this issue in future contract negotiations.

This letter of understanding will be executed by both parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

SIGNED

\_\_\_\_\_  
CHAIR, ALLINA LABOR POLICY  
COMMITTEE

SIGNED

\_\_\_\_\_  
MINNESOTA'S HEALTH CARE  
UNION SEIU, LOCAL 113 AFL/CIO

**LETTER OF UNDERSTANDING**

**Between**

**Abbott Northwestern Hospital, Phillips Eye Institute, Mercy Hospital,  
Community Laundry and United Hospital**

**And**

**SEIU Local 113**

**SUBJECT: Transfer of 113 Employees between Facilities –  
Original LOU dated December 9, 1999**

---

Local 113 and Abbott Northwestern, Phillips Eye Institute, Mercy, Community Laundry, and United Hospital have reached agreement related to the transfer of 113 Service employees between facilities. This agreement recognizes the goals of increasing job opportunities for employees, being able to manage performance issues, and consistency of transfer practices.

The following will apply related to transfers between facilities:

1. Pay level (i.e. step level) remains the same in the new position.
2. Benefit accrual rates for vacation and sick leave transfer with the employee, as do the existing vacation and sick leave balances.
3. Benefits eligibility is not interrupted (e.g., waiting periods for insurance will not start over).
4. Seniority freezes in the current job classification and starts over in a new classification or in the same classification.
5. The employee personnel file transfers, including any existing disciplinary action.
6. Employees are not able to transfer to a new facility for a minimum of six (6) months from the date of any disciplinary suspension.
7. Employees who transfer to a new facility are not able to transfer to another facility for a minimum of twelve (12) months from the date of transfer.
8. There is no probationary period that is in effect in transfer situations.
9. Employees who are offered a new position can, prior to acceptance of the position, shadow an employee in the classification in the new department/facility in order to determine whether they want to accept the position. An employee can be paid up to a full shift of eight hours to participate in this job shadowing.

Signed this 9<sup>th</sup> day of December, 1999.

Signed

William MacNally  
Chair, Allina Labor Policy Committee

Signed

Joyce Gonier  
Service Employees International  
Union, Local 113

**LETTER OF UNDERSTANDING**

Between

**ABBOTT NORTHWESTERN HOSPITAL, MERCY HOSPITAL, METROPOLITAN  
LINEN SERVICES, PHILLIPS EYE INSTITUTE, AND UNITED HOSPITAL**

And

**SEIU Local 113**

**SUBJECT: EXPERIENCE CREDITS FOR SERVICE WORKERS**

---

**Background:** Allina is experiencing difficulty in retaining and recruiting employees for selected Local 113 service worker positions. The local labor market is experiencing record low levels of unemployment (1.79%) at the same time the hospitals have been experiencing higher patient volumes. This has resulted in tremendous amounts of overtime, staff having to work double shifts, and the use of temporary or outside staff. Given this combination, Allina and Local 113 have a shared interest in having a process available for granting credits for past experience for positions that have a history of being difficult to keep staffed and positions in which cumulative years of experience add worth to the organization. Therefore, Allina and Local 113 through the Allina/Local 113 System LMC jointly developed the following procedure for applying experience credits for Local 113 members.

**Agreement Parameters:**

1. A recommendation as to whether or not to offer experience credits for a specific position will be made on a business unit by business unit basis.
2. Any proposal to grant experience credits first needs to be approved by the Allina/Local 113 System Labor Management Committee. Final approval rests with the business unit's Sr. Management Team.
3. If experience credits are approved for a position, they must apply for all current employees as well as new hires.
4. Any pay rate changes due to experience credits being granted will be effective the first pay period after the approval of credits has been granted. No retro payments will be made.

**Procedure:**

1. A proposal must be prepared that includes the following information about the position under consideration for providing experience credits:
  - ♦ Justification as to why prior experience brings added worth to the organization
  - ♦ Number of FTE's of open positions compared to budget
  - ♦ Average time to fill in the past three years

- ◆ Number of hours and cost associated with overtime, doubles, double backs, use of agency personnel, use of other higher paid staff
  - ◆ Turnover rates for the past three years
  - ◆ Proposed system for granting experience credits and the financial impact of doing so with both current employees and the filling of open but budgeted positions
2. The completed proposal must be submitted to the business unit Human Resources Department. HR will review the proposal for completeness and accuracy, and then forward it for consideration to the Allina/Local 113 System Labor Management Committee.
  3. If the proposal is approved by the Allina/Local 113 System LMC, the proposal will then be forwarded to the business unit Sr. Management Team for their approval. If it is not approved by the Allina/Local 113 System LMC, the business unit making the proposal will be informed of that decision and the rationale for it.
  4. If the proposal is approved by the business unit Sr. Management Team, HR will work with the appropriate department to implement the agreed upon experience credit system, including:
    - ◆ Developing a written description of the experience credit system for that position (# of years granted for what type of experience; any maximum for # of years granted, etc.)
    - ◆ Implementing experience credits for current employees (informing them as well as making appropriate salary adjustments)
    - ◆ Adjusting information on currently posted positions so that the impact of experience credits is reflected accurately within the postings
    - ◆ Developing and implementing an evaluation system to determine if the granting of experience credits has had the desired effect on retention and recruitment

If the proposal is not approved by the business unit's Sr. Management Team, the HR and Local 113 representatives making the proposal will be informed of that decision and the rationale for it.

**Term of Agreement:** This agreement shall remain in place from the date below on which it was signed, through the term of the current contract period, which is February 28<sup>th</sup>, 2003. It will then be re-evaluated as a part of the overall contract negotiations.

SIGNED

Joyce Gonier, Local 113

SIGNED

Bill MacNally, Co-chair  
Allina Labor Policy Committee

1/15/01

Date

1/9/2001

Date

LOU #113 - #2003-2  
Effective Date: December 5, 2000  
LOU 113 Service - ANW #2003-3  
Original Date: September 2000  
Effective Date: March 1, 2003  
Expiration Date: Ongoing

**LETTER OF UNDERSTANDING**

**Between**

**Abbott Northwestern Hospital**

**And**

**SEIU Local 113**

**SUBJECT: Central Processing Case Cart Technicians and Instrument Processors –  
Original Date September 2000**

Local 113 and Abbott Northwestern Hospital have reached an agreement to create a new job classification for Central Processing Case Cart Technicians and Instrument Processors with certification in sterile instrumentation. It is the interest of both parties to further professional development for current employees and to improve our ability to attract and retain staff. For these reasons, the Central Processing 'Case Cart Technicians with certification' and 'Instrument Processors with certification' shall be paid \$0.50 above the pay scale as listed in Appendix A of the current Service Contract. The employee must maintain current certification in order to receive the higher rate of pay. A lapse in certification will result in a return to the uncertified pay scale.

**SIGNED**

Joyce Gonier

**SIGNED**

Al Johnson

Date 1/18/01

Date 9/11/00



### LETTER OF UNDERSTANDING

It is in the interest of both the Hospital and the Employee to maintain consistency in work assignments *within job classifications*.

When Local 113 identifies a concern over consistency in work assignments the issue may be referred to the Local 113 Labor/Management Committee.

The Local LMC will develop and implement a written process for review and action.

By: SIGNED  
Chair, Allina Labor Policy Committee

By: SIGNED  
SEIU, Local 113

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **ACTION PLANS FROM 2003 NEGOTIATIONS**

### **1. Shoes**

- A. United Hospital Only - The Hospital will continue the practice of supplying safety shoes for the employees working in the maintenance department at United hospital in the classifications of Building Maintenance I and II.
- B. The Safety Committees at each site (with participation from Local 113 employees) will review OSHA standards, the rules as set by the MN State Department of Health and additional data to include accident & injury reports to provide recommendations. Labor and Management will meet to discuss the recommendations.
- C. Management agrees that union members will not be required to leave their shoes at work.
- D. The Safety Committees at each site (with participation from Local 113 employees) will review OSHA standards, the rules as set by the MN State Department of Health and additional data to include accident & injury reports to provide recommendations. Labor and Management will meet to discuss the recommendations.

### **2. Casual and Student - Extra Hours**

- A. All employees including Casuals and students, will have to follow the extra hour article in the contract when granting extra hours.
- B. When a student returns to work from school and has maintained his/her casual status, seniority must be followed when granting hours on the schedule.

### **3. Parking**

- A. The Employer is committed to continuing to provide a safe parking environment.

LOU SEIU Local 113 – 2006  
Effective Date: March 1, 2006  
Expiration Date: February 29, 2008

**LETTER OF UNDERSTANDING**

**Between**

**Allina Hospitals and Clinics—**

**Abbott Northwestern Hospital, Mercy Hospital, Phillips Eye Institute, United Hospital  
And  
SEIU Local 113**

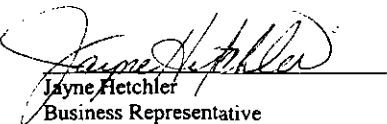
**SUBJECT: Sick Leave Payout**

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It is agreed by Allina Hospitals & Clinics, on behalf of Abbott Northwestern, Mercy and United Hospitals and Phillips Eye Institute, and SEIU Local 113 that the employees on the attached list will continue to receive the sick leave payout as specified in Article 6 (A) of the collective bargaining agreement between Mercy Hospital and SEIU Local 113; and Article 6 (A) of the collective bargaining agreement between Abbott Northwestern Hospital, Phillips Eye Institute, United Hospital and SEIU Local 113, dated March 1, 2003 through February 28, 2006. No other employees will be added to this list.

All listed employees had at least 20 years of service and a sick leave balance of equal to or greater than 500 hours as of February 28, 2006. The list of employees will be attached to this signed Letter of Understanding and a copy of the list will be kept by the Allina Labor Relations Department and SEIU Local 113.

**For SEIU Local 113**

  
Jayne Fletcher  
Business Representative

March 1, 2006  
Date

**For Allina Hospitals and Clinics**

  
Renee J. Raming  
Director Labor Relations

March 1, 2006  
Date

**ADDEDUM AGREEMENT  
BETWEEN  
UNITED HOSPITAL  
AND  
SEIU LOCAL 113**

# United Hospital Wages

Page 1 of 3

## Dietary/Linen Aide/Environ Services

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$12.53	\$13.38	\$14.08	\$14.56	\$14.89	\$15.38	\$15.86	\$15.98	\$16.14	\$16.46
3/1/2007	\$13.10	\$13.99	\$14.72	\$15.22	\$15.56	\$16.07	\$16.57	\$16.70	\$16.87	\$17.20

## Nursing Assistant

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.11	\$13.98	\$14.64	\$15.19	\$15.45	\$15.98	\$16.50	\$16.65	\$16.81	\$17.15
3/1/2007	\$13.70	\$14.61	\$15.30	\$15.88	\$16.15	\$16.70	\$17.25	\$17.40	\$17.56	\$17.92

## Transport Aide/PT Aide

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$12.66	\$13.52	\$14.21	\$14.75	\$15.01	\$15.53	\$16.06	\$16.20	\$16.37	\$16.69
3/1/2007	\$13.23	\$14.13	\$14.85	\$15.41	\$15.68	\$16.23	\$16.78	\$16.93	\$17.11	\$17.44

## Storekeeper

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$12.76	\$13.59	\$14.36	\$14.86	\$15.18	\$15.65	\$16.20	\$16.32	\$16.49	\$16.83
3/1/2007	\$13.34	\$14.20	\$15.01	\$15.53	\$15.87	\$16.36	\$16.93	\$17.05	\$17.24	\$17.58

## Surg Support Tech 1 w/o TVI/

## Sterile Process Tech w/o TVI/

## Telephone Operator/Bldg Maint Mech I/POA

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.05	\$13.89	\$14.63	\$15.11	\$15.48	\$15.94	\$16.43	\$16.61	\$16.78	\$17.11
3/1/2007	\$13.64	\$14.52	\$15.29	\$15.79	\$16.17	\$16.66	\$17.17	\$17.36	\$17.53	\$17.88

## Service Associate

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.12	\$13.98	\$14.70	\$15.17	\$15.49	\$15.96	\$16.45	\$16.60	\$16.76	\$17.10
3/1/2007	\$13.72	\$14.61	\$15.36	\$15.86	\$16.18	\$16.68	\$17.19	\$17.35	\$17.52	\$17.87

## Patient Care Associate

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.41	\$14.27	\$14.92	\$15.48	\$15.76	\$16.28	\$16.80	\$16.93	\$17.09	\$17.43
3/1/2007	\$14.01	\$14.91	\$15.60	\$16.17	\$16.47	\$17.01	\$17.55	\$17.69	\$17.86	\$18.21

## Yardperson/Delivery Floor Care/

## Sterile Process Tech w/TVI/

## Surg Support Tech 1 w/TVI/

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.68	\$14.60	\$15.31	\$15.89	\$16.15	\$16.68	\$17.18	\$17.34	\$17.51	\$17.87
3/1/2007	\$14.29	\$15.26	\$16.00	\$16.61	\$16.88	\$17.43	\$17.95	\$18.12	\$18.30	\$18.67

**Cook**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.49	\$14.35	\$15.10	\$15.66	\$15.98	\$16.50	\$17.01	\$17.17	\$17.35	\$17.70
3/1/2007	\$14.10	\$15.00	\$15.78	\$16.37	\$16.70	\$17.25	\$17.78	\$17.94	\$18.13	\$18.50

**CV Associate**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.80	\$14.71	\$15.36	\$15.90	\$16.38	\$16.87	\$17.37	\$17.90	\$18.44	\$18.80
3/1/2007	\$14.42	\$15.37	\$16.05	\$16.62	\$17.12	\$17.63	\$18.15	\$18.70	\$19.27	\$19.65

**Equipment Processor**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$12.86	\$13.75	\$14.47	\$15.02	\$15.33	\$15.84	\$16.30	\$16.45	\$16.61	\$16.94
3/1/2007	\$13.44	\$14.37	\$15.12	\$15.69	\$16.02	\$16.55	\$17.03	\$17.19	\$17.36	\$17.70

**Surg Support Tech II w/o TVI**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.34	\$14.19	\$14.92	\$15.40	\$15.77	\$16.23	\$16.73	\$16.90	\$17.07	\$17.41
3/1/2007	\$13.94	\$14.82	\$15.60	\$16.10	\$16.48	\$16.96	\$17.49	\$17.66	\$17.83	\$18.19

**Surg Support Tech II w/TVI**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.90	\$14.75	\$15.49	\$15.96	\$16.33	\$16.80	\$17.30	\$17.46	\$17.63	\$17.98
3/1/2007	\$14.53	\$15.41	\$16.18	\$16.68	\$17.06	\$17.55	\$18.07	\$18.25	\$18.42	\$18.79

**Surg Support Tech III w/o TVI**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.80	\$14.68	\$15.43	\$15.98	\$16.31	\$16.84	\$17.35	\$17.51	\$17.70	\$18.05
3/1/2007	\$14.42	\$15.35	\$16.13	\$16.70	\$17.04	\$17.60	\$18.13	\$18.30	\$18.50	\$18.87

**Surg Support Tech III w/TVI**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$14.36	\$15.25	\$16.00	\$16.55	\$16.87	\$17.40	\$17.91	\$18.08	\$18.26	\$18.63
3/1/2007	\$15.01	\$15.93	\$16.71	\$17.29	\$17.63	\$18.18	\$18.71	\$18.89	\$19.08	\$19.46

**Materials Handler/Head Storekeeper**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$14.39	\$15.31	\$16.12	\$16.68	\$16.97	\$17.54	\$18.05	\$18.26	\$18.44	\$18.80
3/1/2007	\$15.04	\$16.00	\$16.85	\$17.43	\$17.74	\$18.33	\$18.87	\$19.08	\$19.27	\$19.65

**Head Cook**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$14.81	\$15.74	\$16.59	\$17.12	\$17.46	\$17.95	\$18.52	\$18.73	\$18.92	\$19.29
3/1/2007	\$15.48	\$16.44	\$17.33	\$17.89	\$18.25	\$18.76	\$19.36	\$19.57	\$19.77	\$20.16

**Bldg Maint Mechanic II**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$20.58	\$21.67	\$22.64	\$23.39	\$23.81	\$24.51	\$25.14	\$25.38	\$25.62	\$26.14
3/1/2007	\$21.51	\$22.65	\$23.66	\$24.44	\$24.88	\$25.62	\$26.27	\$26.52	\$26.77	\$27.31

**Bldg Maint Mechanic II/Painter**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$21.73	\$22.83	\$23.81	\$24.55	\$24.95	\$25.67	\$26.31	\$26.54	\$26.80	\$27.34
3/1/2007	\$22.70	\$23.86	\$24.88	\$25.66	\$26.07	\$26.82	\$27.50	\$27.74	\$28.01	\$28.57

**Bldg Maint Mechanic****II/Carpenter/Locksmith**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$23.25	\$24.02	\$25.52	\$26.32	\$26.83	\$27.48	\$28.23	\$28.55	\$28.84	\$29.41
3/1/2007	\$24.30	\$25.11	\$26.67	\$27.51	\$28.04	\$28.71	\$29.50	\$29.83	\$30.14	\$30.73

1) Employee(s) in the Level 1 trainee position shall receive a wage rate on the Building Maintenance Mechanic I scale based on the length of service in their previous classification. However, if the employee's current wage rate is greater than the Building Maintenance Mechanic I scale, the employee shall receive a wage rate based on their length of service in the classification they held prior to taking the Building Maintenance Mechanic I position, plus an additional 25 cents per hour.

2) After an employee in the training position has successfully passed the Level 1 training competencies, the employee will be paid an additional 75 cents per hour above their wage rate as calculated in the previous paragraph.

3) After an employee in training position has successfully passed the Level 2 training competencies, the employee will move to the starting rate of the Building Maintenance Mechanic II position and proceed up the scale as specified in the Contract.

Note: The Building Maintenance Mechanic II position is not a trainee position. Applicants must meet the minimum required qualifications to be eligible to bid on the Building Maintenance Mechanic II position.

Signed

Joyce Gonier, Local 113

8/24/99

Date

Signed

Terry Chitty, United Hospital

8/24/99

Date



## LETTER OF UNDERSTANDING

This is to confirm this agreement reached during the 1991 negotiations which is to be included in a letter of understanding:

It is agreed that each Hospital reserves the right to establish and modify parking charges for the life of the current contract. The Union reserves its right to negotiate with respect to this issue in future contract negotiations.

This letter of understanding will be executed by both parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

SIGNED

CHAIR, ALLINA LABOR POLICY  
COMMITTEE

SIGNED

MINNESOTA'S HEALTH CARE  
UNION SEIU, LOCAL 113 AFL/CIO

**LETTER OF UNDERSTANDING**

**Between**

**Abbott Northwestern Hospital, Phillips Eye Institute, Mercy Hospital,  
Community Laundry and United Hospital  
And  
SEIU Local 113**

**SUBJECT: Transfer of 113 Employees between Facilities –  
Original LOU dated December 9, 1999**

---

Local 113 and Abbott Northwestern, Phillips Eye Institute, Mercy, Community Laundry, and United Hospital have reached agreement related to the transfer of 113 Service employees between facilities. This agreement recognizes the goals of increasing job opportunities for employees, being able to manage performance issues, and consistency of transfer practices.

The following will apply related to transfers between facilities:

10. Pay level (i.e. step level) remains the same in the new position.
11. Benefit accrual rates for vacation and sick leave transfer with the employee, as do the existing vacation and sick leave balances.
12. Benefits eligibility is not interrupted (e.g., waiting periods for insurance will not start over).
13. Seniority freezes in the current job classification and starts over in a new classification or in the same classification.
14. The employee personnel file transfers, including any existing disciplinary action.
15. Employees are not able to transfer to a new facility for a minimum of six (6) months from the date of any disciplinary suspension.
16. Employees who transfer to a new facility are not able to transfer to another facility for a minimum of twelve (12) months from the date of transfer.
17. There is no probationary period that is in effect in transfer situations.
18. Employees who are offered a new position can, prior to acceptance of the position, shadow an employee in the classification in the new department/facility in order to determine whether they want to accept the position. An employee can be paid up to a full shift of eight hours to participate in this job shadowing.

Signed this 9<sup>th</sup> day of December, 1999.

Signed

William MacNally  
Chair, Allina Labor Policy Committee

Signed

Joyce Gonier  
Service Employees International  
Union, Local 113

**LETTER OF UNDERSTANDING**

**Between**

**ABBOTT NORTHWESTERN HOSPITAL, MERCY HOSPITAL, METROPOLITAN  
LINEN SERVICES, PHILLIPS EYE INSTITUTE, AND UNITED HOSPITAL**

**And**

**SEIU Local 113**

**SUBJECT: EXPERIENCE CREDITS FOR SERVICE WORKERS**

---

**Background:** Allina is experiencing difficulty in retaining and recruiting employees for selected Local 113 service worker positions. The local labor market is experiencing record low levels of unemployment (1.79%) at the same time the hospitals have been experiencing higher patient volumes. This has resulted in tremendous amounts of overtime, staff having to work double shifts, and the use of temporary or outside staff. Given this combination, Allina and Local 113 have a shared interest in having a process available for granting credits for past experience for positions that have a history of being difficult to keep staffed and positions in which cumulative years of experience add worth to the organization. Therefore, Allina and Local 113 through the Allina/Local 113 System LMC jointly developed the following procedure for applying experience credits for Local 113 members.

**Agreement Parameters:**

5. A recommendation as to whether or not to offer experience credits for a specific position will be made on a business unit by business unit basis.
6. Any proposal to grant experience credits first needs to be approved by the Allina/Local 113 System Labor Management Committee. Final approval rests with the business unit's Sr. Management Team.
7. If experience credits are approved for a position, they must apply for all current employees as well as new hires.
8. Any pay rate changes due to experience credits being granted will be effective the first pay period after the approval of credits has been granted. No retro payments will be made.

**Procedure:**

5. A proposal must be prepared that includes the following information about the position under consideration for providing experience credits:
  - ◆ Justification as to why prior experience brings added worth to the organization
  - ◆ Number of FTE's of open positions compared to budget
  - ◆ Average time to fill in the past three years

- ◆ Number of hours and cost associated with overtime, doubles, double backs, use of agency personnel, use of other higher paid staff
  - ◆ Turnover rates for the past three years
  - ◆ Proposed system for granting experience credits and the financial impact of doing so with both current employees and the filling of open but budgeted positions
6. The completed proposal must be submitted to the business unit Human Resources Department. HR will review the proposal for completeness and accuracy, and then forward it for consideration to the Allina/Local 113 System Labor Management Committee.
  7. If the proposal is approved by the Allina/Local 113 System LMC, the proposal will then be forwarded to the business unit Sr. Management Team for their approval. If it is not approved by the Allina/Local 113 System LMC, the business unit making the proposal will be informed of that decision and the rationale for it.
  8. If the proposal is approved by the business unit Sr. Management Team, HR will work with the appropriate department to implement the agreed upon experience credit system, including:
    - ◆ Developing a written description of the experience credit system for that position (# of years granted for what type of experience; any maximum for # of years granted, etc.)
    - ◆ Implementing experience credits for current employees (informing them as well as making appropriate salary adjustments)
    - ◆ Adjusting information on currently posted positions so that the impact of experience credits is reflected accurately within the postings
    - ◆ Developing and implementing an evaluation system to determine if the granting of experience credits has had the desired effect on retention and recruitment

If the proposal is not approved by the business unit's Sr. Management Team, the HR and Local 113 representatives making the proposal will be informed of that decision and the rationale for it.

**Term of Agreement:** This agreement shall remain in place from the date below on which it was signed, through the term of the current contract period, which is February 28<sup>th</sup>, 2003. It will then be re-evaluated as a part of the overall contract negotiations.

SIGNED

Joyce Gonier, Local 113

1/15/01  
Date

SIGNED

Bill MacNally, Co-chair  
Allina Labor Policy Committee

1/9/2001  
Date

**LETTER OF UNDERSTANDING**

**Between  
United Hospital  
And  
SEIU Local 113**

**SUBJECT: Case Cart Aide – Original LOU Effective December 16, 2000 –  
Modified March 1, 2003**

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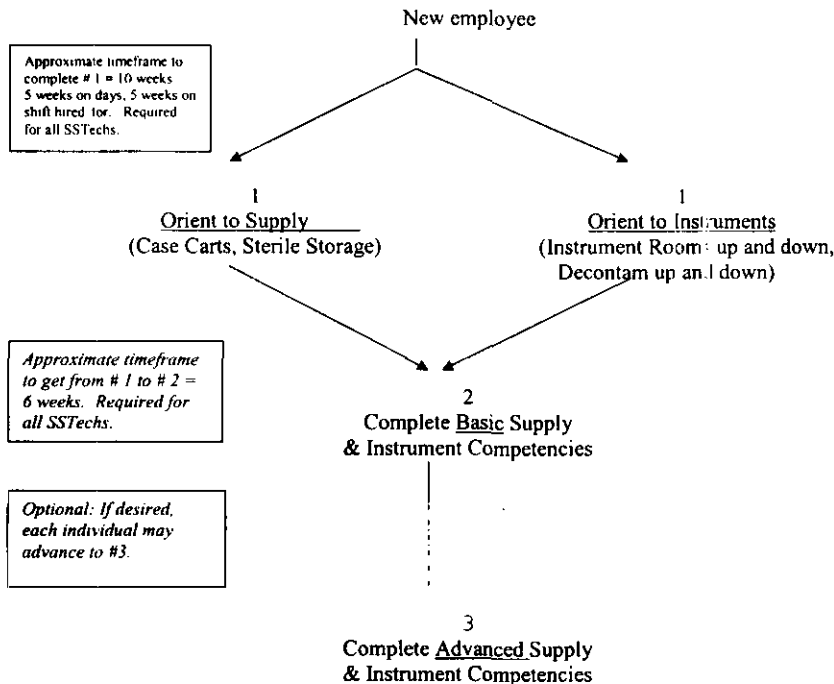
This is to confirm the agreement reached on 12/8/2000 between United Hospital and Local 113 regarding the role of Case Cart Aide. Changes reflected below will be effective 12/16/2000.

The changes described below reflect the interest of both parties to reward the efforts and contributions of long-term skilled CCA's, to increase opportunities for growth of CCA's, and to increase success of recruiting and retraining new Case Cart Aides.

The job title will be changed from Case Cart Aide to Surgical Support Technician. Seniority will not change with this change in job title.

The model of development of Surgical Support Technicians follows.

## Surgical Support Technician Development Model



Employees will be compensated for each level of their development, including obtaining certification by completing a course at a Technical school. See Appendix A for Compensation scales.

BY SIGNED  
United Hospital Surgical Leader  
Date 12/20/00

BY \_\_\_\_\_  
SEIU, Local 113  
Date \_\_\_\_\_

BY SIGNED  
William MacNally, Allina Health  
System Labor Management  
Date 1/2/2001

By \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**Between  
SEIU Local 113  
And  
United Hospital**

**REGARDING: Transferring Seniority Hours from the Nursing Assistant  
Classification to the Patient Care Assistant Classification.**

---

This Letter of Understanding reflects the agreement reached between SEIU Local 113 and United Hospital regarding the combination of seniority hours of the Nursing Assistant (NA) and the Patient Care Assistant (PCA). Nursing Assistant training is a requirement of the Patient Care Assistant role. The PCA role will be viewed as a career step for the NA classification. If an NA transfers into an open PCA position, the NA seniority will also transfer into the new classification.

United Hospital will review the employment records of all current PCAs. If the records reflect PCAs with previous United Hospital NA seniority hours, those hours will be transferred and added to the PCA's seniority hours.

This will result in one seniority list for all NAs and PCAs going forward.

BY \_\_\_\_\_ SIGNED \_\_\_\_\_  
Joyce Gonier  
SEIU Local 113

BY \_\_\_\_\_ SIGNED \_\_\_\_\_  
United Hospital

Date \_\_\_\_\_ 5/16/02 \_\_\_\_\_

Date \_\_\_\_\_ 3/20/02 \_\_\_\_\_

### LETTER OF UNDERSTANDING

It is in the interest of both the Hospital and the Employee to maintain consistency in work assignments within job classifications.

When Local 113 identifies a concern over consistency in work assignments the issue may be referred to the Local 113 Labor/Management Committee.

The Local LMC will develop and implement a written process for review and action.

By: SIGNED  
Chair, Allina Labor Policy Committee

By: SIGNED  
SEIU, Local 113

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **ACTION PLANS FROM 2003 NEGOTIATIONS**

### **1. Shoes**

- A. United Hospital Only - The Hospital will continue the practice of supplying safety shoes for the employees working in the maintenance department at United hospital in the classifications of Building Maintenance I and II.
- B. The Safety Committees at each site (with participation from Local 113 employees) will review OSHA standards, the rules as set by the MN State Department of Health and additional data to include accident & injury reports to provide recommendations. Labor and Management will meet to discuss the recommendations.
- C. Management agrees that union members will not be required to leave their shoes at work.
- D. The Safety Committees at each site (with participation from Local 113 employees) will review OSHA standards, the rules as set by the MN State Department of Health and additional data to include accident & injury reports to provide recommendations. Labor and Management will meet to discuss the recommendations.

### **2. Casual and Student - Extra Hours**

- A. All employees including Casuals and students, will have to follow the extra hour article in the contract when granting extra hours.
- B. When a student returns to work from school and has maintained his/her casual status, seniority must be followed when granting hours on the schedule.

### **3. Parking**

- A. The Employer is committed to continuing to provide a safe parking environment.

LOU SEIU Local 113 – 2006  
Effective Date: March 1, 2006  
Expiration Date: February 29, 2008

**LETTER OF UNDERSTANDING**

**Between**

**Allina Hospitals and Clinics—**

**Abbott Northwestern Hospital, Mercy Hospital, Phillips Eye Institute, United Hospital  
And**

**SEIU Local 113**

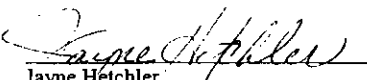
**SUBJECT: Sick Leave Payout**

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It is agreed by Allina Hospitals & Clinics, on behalf of Abbott Northwestern, Mercy and United Hospitals and Phillips Eye Institute, and SEIU Local 113 that the employees on the attached list will continue to receive the sick leave payout as specified in Article 6 (A) of the collective bargaining agreement between Mercy Hospital and SEIU Local 113; and Article 6 (A) of the collective bargaining agreement between Abbott Northwestern Hospital, Phillips Eye Institute, United Hospital and SEIU Local 113, dated March 1, 2003 through February 28, 2006. No other employees will be added to this list.

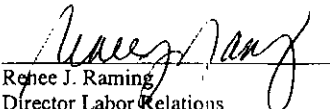
All listed employees had at least 20 years of service and a sick leave balance of equal to or greater than 500 hours as of February 28, 2006. The list of employees will be attached to this signed Letter of Understanding and a copy of the list will be kept by the Allina Labor Relations Department and SEIU Local 113.

**For SEIU Local 113**

  
Jayne Hetchler  
Business Representative

9/28/06  
Date

**For Allina Hospitals and Clinics**

  
Renee J. Raming  
Director Labor Relations

10/9/06  
Date

**ADDENDUM AGREEMENT  
BETWEEN  
PHILLIPS EYE INSTITUTE  
AND  
SEIU LOCAL 113**

# **Phillips Eye Institute Wages**

Page 1 of 2

## **Parking Cashier**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$11.66	\$12.58	\$13.22	\$13.76	\$14.04	\$14.46	\$15.03	\$15.16	\$15.31	\$15.62
3/1/2007	\$12.18	\$13.15	\$13.81	\$14.38	\$14.67	\$15.11	\$15.70	\$15.15	\$16.00	\$16.32

## **Dietary/Housekeeping Aide**

### **Patient Escort/Yardperson**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$12.53	\$13.38	\$14.08	\$14.56	\$14.89	\$15.38	\$15.86	\$15.98	\$16.14	\$16.46
3/1/2007	\$13.10	\$13.99	\$14.72	\$15.22	\$15.56	\$16.07	\$16.57	\$16.70	\$16.87	\$17.20

## **Transport Aide**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$12.66	\$13.52	\$14.21	\$14.75	\$15.01	\$15.53	\$16.06	\$16.19	\$16.37	\$16.69
3/1/2007	\$13.23	\$14.13	\$14.85	\$15.41	\$15.68	\$16.23	\$16.78	\$16.93	\$17.11	\$17.44

## **Bldg Maint Mechanic I**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.05	\$13.89	\$14.63	\$15.11	\$15.48	\$15.94	\$16.43	\$16.51	\$16.78	\$17.11
3/1/2007	\$13.64	\$14.52	\$15.29	\$15.79	\$16.17	\$16.66	\$17.17	\$17.16	\$17.53	\$17.88

## **Ward Secretary**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.12	\$14.06	\$14.72	\$15.31	\$15.58	\$16.12	\$16.59	\$16.74	\$16.90	\$17.24
3/1/2007	\$13.72	\$14.69	\$15.38	\$16.00	\$16.28	\$16.85	\$17.33	\$17.50	\$17.66	\$18.02

## **Materials Handler**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.33	\$14.16	\$14.99	\$15.44	\$15.81	\$16.31	\$16.79	\$16.93	\$17.12	\$17.46
3/1/2007	\$13.93	\$14.80	\$15.66	\$16.14	\$16.52	\$17.04	\$17.54	\$17.71	\$17.89	\$18.25

## **Patient Support Aide/Cook**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.49	\$14.35	\$15.10	\$15.66	\$15.98	\$16.50	\$17.01	\$17.11	\$17.35	\$17.70
3/1/2007	\$14.10	\$15.00	\$15.78	\$16.37	\$16.70	\$17.25	\$17.78	\$17.90	\$18.13	\$18.50

## **First Cook**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$14.14	\$15.01	\$15.81	\$16.31	\$16.69	\$17.18	\$17.72	\$17.83	\$18.05	\$18.41
3/1/2007	\$14.78	\$15.68	\$16.52	\$17.04	\$17.44	\$17.95	\$18.52	\$18.61	\$18.87	\$19.24

## **Head Cook**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$14.81	\$15.74	\$16.59	\$17.12	\$17.46	\$17.95	\$18.52	\$18.71	\$18.92	\$19.29
3/1/2007	\$15.48	\$16.44	\$17.33	\$17.89	\$18.25	\$18.76	\$19.36	\$19.51	\$19.77	\$20.16

Page 2 of 2  
Driver Heavy

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$17.22	\$18.17	\$19.00	\$19.61	\$20.03	\$20.59	\$21.21	\$21.39	\$21.62	\$22.05
3/1/2007	\$17.99	\$18.99	\$19.86	\$20.49	\$20.93	\$21.52	\$22.16	\$22.35	\$22.59	\$23.04

Bldg Maint Mechanic II

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$20.58	\$21.67	\$22.64	\$23.39	\$23.81	\$24.51	\$25.14	\$25.38	\$25.62	\$26.14
3/1/2007	\$21.51	\$22.65	\$23.66	\$24.44	\$24.88	\$25.62	\$26.27	\$26.52	\$26.77	\$27.31

Wall Washer

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.80	\$14.68	\$15.43	\$15.98	\$16.31	\$16.84	\$17.35	\$17.51	\$17.70	\$18.05
3/1/2007	\$14.42	\$15.35	\$16.13	\$16.70	\$17.04	\$17.60	\$18.13	\$18.30	\$18.50	\$18.87

Receiving  
Clerk

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$14.39	\$15.31	\$16.12	\$16.68	\$16.97	\$17.54	\$18.05	\$18.26	\$18.44	\$18.80
3/1/2007	\$15.04	\$16.00	\$16.85	\$17.43	\$17.74	\$18.33	\$18.87	\$19.08	\$19.27	\$19.65

Nursing Assistant

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.11	\$13.98	\$14.64	\$15.19	\$15.45	\$15.98	\$16.50	\$16.65	\$16.81	\$17.15
3/1/2007	\$13.70	\$14.61	\$15.30	\$15.88	\$16.15	\$16.70	\$17.25	\$17.40	\$17.56	\$17.92

## LETTER OF UNDERSTANDING

This is to confirm this agreement reached during the 1991 negotiations which is to be included in a letter of understanding:

It is agreed that each Hospital reserves the right to establish and modify parking charges for the life of the current contract. The Union reserves its right to negotiate with respect to this issue in future contract negotiations.

This letter of understanding will be executed by both parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

SIGNED

CHAIR, ALLINA LABOR POLICY  
COMMITTEE

SIGNED

MINNESOTA'S HEALTH CARE  
UNION SEIU, LOCAL 113 AFL/CIO

**LETTER OF UNDERSTANDING**

**Between**

**Abbott Northwestern Hospital, Phillips Eye Institute, Mercy Hospital,  
Community Laundry and United Hospital  
And  
SEIU Local 113**

**SUBJECT: Transfer of 113 Employees between Facilities –  
Original LOU dated December 9, 1999**

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Local 113 and Abbott Northwestern, Phillips Eye Institute, Mercy, Community Laundry, and United Hospital have reached agreement related to the transfer of 113 Service employees between facilities. This agreement recognizes the goals of increasing job opportunities for employees, being able to manage performance issues, and consistency of transfer practices.

The following will apply related to transfers between facilities:

19. Pay level (i.e. step level) remains the same in the new position.
20. Benefit accrual rates for vacation and sick leave transfer with the employee, as do the existing vacation and sick leave balances.
21. Benefits eligibility is not interrupted (e.g., waiting periods for insurance will not start over).
22. Seniority freezes in the current job classification and starts over in a new classification or in the same classification.
23. The employee personnel file transfers, including any existing disciplinary action.
24. Employees are not able to transfer to a new facility for a minimum of six (6) months from the date of any disciplinary suspension.
25. Employees who transfer to a new facility are not able to transfer to another facility for a minimum of twelve (12) months from the date of transfer.
26. There is no probationary period that is in effect in transfer situations.
27. Employees who are offered a new position can, prior to acceptance of the position, shadow an employee in the classification in the new department/facility in order to determine whether they want to accept the position. An employee can be paid up to a full shift of eight hours to participate in this job shadowing.

Signed this 9<sup>th</sup> day of December, 1999.

Signed

William MacNally  
Chair, Allina Labor Policy Committee

Signed

Joyce Gonier  
Service Employees International  
Union, Local 113

**LETTER OF UNDERSTANDING**

**Between**

**ABBOTT NORTHWESTERN HOSPITAL, MERCY HOSPITAL, METROPOLITAN  
LINEN SERVICES, PHILLIPS EYE INSTITUTE, AND UNITED HOSPITAL**

**And**

**SEIU Local 113**

**SUBJECT: EXPERIENCE CREDITS FOR SERVICE WORKERS**

**Background:** Allina is experiencing difficulty in retaining and recruiting employees for selected Local 113 service worker positions. The local labor market is experiencing record low levels of unemployment (1.79%) at the same time the hospitals have been experiencing higher patient volumes. This has resulted in tremendous amounts of overtime, staff having to work double shifts, and the use of temporary or outside staff. Given this combination, Allina and Local 113 have a shared interest in having a process available for granting credits for past experience for positions that have a history of being difficult to keep staffed and positions in which cumulative years of experience add worth to the organization. Therefore, Allina and Local 113 through the Allina/Local 113 System LMC jointly developed the following procedure for applying experience credits for Local 113 members.

**Agreement Parameters:**

9. A recommendation as to whether or not to offer experience credits for a specific position will be made on a business unit by business unit basis.
10. Any proposal to grant experience credits first needs to be approved by the Allina/Local 113 System Labor Management Committee. Final approval rests with the business unit's Sr. Management Team.
11. If experience credits are approved for a position, they must apply for all current employees as well as new hires.
12. Any pay rate changes due to experience credits being granted will be effective the first pay period after the approval of credits has been granted. No retro payments will be made.

**Procedure:**

9. A proposal must be prepared that includes the following information about the position under consideration for providing experience credits:
  - ♦ Justification as to why prior experience brings added worth to the organization
  - ♦ Number of FTE's of open positions compared to budget
  - ♦ Average time to fill in the past three years



- ◆ Number of hours and cost associated with overtime, doubles, double backs, use of agency personnel, use of other higher paid staff
  - ◆ Turnover rates for the past three years
  - ◆ Proposed system for granting experience credits and the financial impact of doing so with both current employees and the filling of open but budgeted positions
10. The completed proposal must be submitted to the business unit Human Resources Department. HR will review the proposal for completeness and accuracy, and then forward it for consideration to the Allina/Local 113 System Labor Management Committee.
  11. If the proposal is approved by the Allina/Local 113 System LMC, the proposal will then be forwarded to the business unit Sr. Management Team for their approval. If it is not approved by the Allina/Local 113 System LMC, the business unit making the proposal will be informed of that decision and the rationale for it.
  12. If the proposal is approved by the business unit Sr. Management Team, HR will work with the appropriate department to implement the agreed upon experience credit system, including:
    - ◆ Developing a written description of the experience credit system for that position (# of years granted for what type of experience; any maximum for # of years granted, etc.)
    - ◆ Implementing experience credits for current employees (informing them as well as making appropriate salary adjustments)
    - ◆ Adjusting information on currently posted positions so that the impact of experience credits is reflected accurately within the postings
    - ◆ Developing and implementing an evaluation system to determine if the granting of experience credits has had the desired effect on retention and recruitment

If the proposal is not approved by the business unit's Sr. Management Team, the HR and Local 113 representatives making the proposal will be informed of that decision and the rationale for it.

**Term of Agreement:** This agreement shall remain in place from the date below on which it was signed, through the term of the current contract period, which is February 28<sup>th</sup>, 2003. It will then be re-evaluated as a part of the overall contract negotiations.

SIGNED

Joyce Gonier, Local 113

SIGNED

Bill MacNally, Co-chair  
Allina Labor Policy Committee

1/15/01

Date

1/9/2001

Date

### LETTER OF UNDERSTANDING

It is in the interest of both the Hospital and the Employee to maintain consistency in work assignments within job classifications.

When Local 113 identifies a concern over consistency in work assignments the issue may be referred to the Local 113 Labor/Management Committee.

The Local LMC will develop and implement a written process for review and action.

By: SIGNED  
Chair, Allina Labor Policy Committee

By: SIGNED  
SEIU, Local 113

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **ACTION PLANS FROM 2003 NEGOTIATIONS**

1. Shoes
  - A. United Hospital Only - The Hospital will continue the practice of supplying safety shoes for the employees working in the maintenance department at United hospital in the classifications of Building Maintenance I and II.
  - B. The Safety Committees at each site (with participation from Local 113 employees) will review OSHA standards, the rules as set by the MN State Department of Health and additional data to include accident & injury reports to provide recommendations. Labor and Management will meet to discuss the recommendations.
  - C. Management agrees that union members will not be required to leave their shoes at work.
  - D. The Safety Committees at each site (with participation from Local 113 employees) will review OSHA standards, the rules as set by the MN State Department of Health and additional data to include accident & injury reports to provide recommendations. Labor and Management will meet to discuss the recommendations.
2. Casual and Student - Extra Hours
  - A. All employees including Casuals and students, will have to follow the extra hour article in the contract when granting extra hours.
  - B. When a student returns to work from school and has maintained his/her casual status, seniority must be followed when granting hours on the schedule.
3. Parking
  - A. The Employer is committed to continuing to provide a safe parking environment.

LOU SEIU Local 113 – 2006  
Effective Date: March 1, 2006  
Expiration Date: February 29, 2008

**LETTER OF UNDERSTANDING**

**Between**

**Allina Hospitals and Clinics—**

**Abbott Northwestern Hospital, Mercy Hospital, Phillips Eye Institute, United Hospital  
And  
SEIU Local 113**

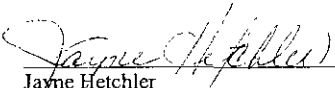
**SUBJECT: Sick Leave Payout**

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It is agreed by Allina Hospitals & Clinics, on behalf of Abbott Northwestern, Mercy and United Hospitals and Phillips Eye Institute, and SEIU Local 113 that the employees on the attached list will continue to receive the sick leave payout as specified in Article 6 (A) of the collective bargaining agreement between Mercy Hospital and SEIU Local 113; and Article 6 (A) of the collective bargaining agreement between Abbott Northwestern Hospital, Phillips Eye Institute, United Hospital and SEIU Local 113, dated March 1, 2003 through February 28, 2006. No other employees will be added to this list.

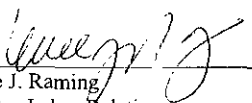
All listed employees had at least 20 years of service and a sick leave balance of equal to or greater than 500 hours as of February 28, 2006. The list of employees will be attached to this signed Letter of Understanding and a copy of the list will be kept by the Allina Labor Relations Department and SEIU Local 113.

**For SEIU Local 113**

  
Jayne Hetchler  
Business Representative

9/28/06  
Date

**For Allina Hospitals and Clinics**

  
Renee J. Raming  
Director Labor Relations

10/9/06  
Date

**ADDENDUM AGREEMENT  
BETWEEN  
MERCY HOSPITAL  
AND  
SEIU Local 113**

**Mercy Hospital Wages**

Page 1 of 3

**Dietary Aide (1)/Lab Aide/  
Linen Distrib Aide (2)**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$12.55	\$13.38	\$14.08	\$14.56	\$14.89	\$15.38	\$15.86	\$15.98	\$16.14	\$16.46
3/1/2007	\$13.12	\$13.99	\$14.72	\$15.22	\$15.56	\$16.07	\$16.57	\$16.70	\$16.87	\$17.20

**Nursing Assistant**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.44	\$14.30	\$14.99	\$15.56	\$15.80	\$16.31	\$16.84	\$16.97	\$17.14	\$17.48
3/1/2007	\$14.04	\$14.94	\$15.66	\$16.26	\$16.51	\$17.04	\$17.60	\$17.74	\$17.91	\$18.27

**Patient Registrar/Pre-Reg**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 7 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.80	\$14.71	\$15.49	\$16.02	\$16.40	\$16.87	\$17.44	\$17.59	\$17.77	\$18.61	\$18.97
3/1/2007	\$14.42	\$15.37	\$16.18	\$16.74	\$17.14	\$17.63	\$18.23	\$18.38	\$18.57	\$19.44	\$19.82

**Wall Washer**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.80	\$14.68	\$15.43	\$15.98	\$16.31	\$16.84	\$17.35	\$17.50	\$17.70	\$18.05
3/1/2007	\$14.42	\$15.35	\$16.13	\$16.70	\$17.04	\$17.60	\$18.13	\$18.29	\$18.50	\$18.87

**Cook/Diet Tech**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$14.15	\$15.02	\$15.83	\$16.36	\$16.70	\$17.23	\$17.73	\$17.89	\$18.05	\$18.41
3/1/2007	\$14.79	\$15.69	\$16.54	\$17.10	\$17.45	\$18.01	\$18.53	\$18.69	\$18.87	\$19.24

**ED Technician**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.93	\$14.80	\$15.63	\$16.15	\$16.47	\$17.01	\$17.53	\$17.72	\$17.89	\$18.24
3/1/2007	\$14.55	\$15.54	\$16.33	\$16.88	\$17.21	\$17.78	\$18.32	\$18.52	\$18.69	\$19.06

**Switchboard  
Operator**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$12.97	\$13.89	\$14.62	\$15.12	\$15.42	\$15.92	\$16.45	\$16.62	\$16.78	\$17.11
3/1/2007	\$13.55	\$14.52	\$15.28	\$15.80	\$16.12	\$16.64	\$17.19	\$17.37	\$17.53	\$17.88

**Storekeeper/Pan Washer**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$12.95	\$13.81	\$14.56	\$15.07	\$15.39	\$15.89	\$16.36	\$16.53	\$16.69	\$17.02
3/1/2007	\$13.53	\$14.43	\$15.22	\$15.75	\$16.08	\$16.61	\$17.10	\$17.27	\$17.44	\$17.79

**Instrument Specialist**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.57	\$14.41	\$15.17	\$15.65	\$16.03	\$16.49	\$17.01	\$17.16	\$17.33	\$17.67
3/1/2007	\$14.18	\$15.06	\$15.86	\$16.36	\$16.75	\$17.24	\$17.78	\$17.93	\$18.11	\$18.46

**Health Unit Coordinator (3)**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$14.15	\$15.02	\$15.83	\$16.36	\$16.70	\$17.23	\$17.73	\$17.89	\$18.05	\$18.41
3/1/2007	\$14.79	\$15.69	\$16.54	\$17.10	\$17.45	\$18.01	\$18.53	\$18.69	\$18.87	\$19.24

**EKG Tech**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.33	\$14.16	\$14.99	\$15.44	\$15.81	\$16.31	\$16.79	\$16.95	\$17.12	\$17.46
3/1/2007	\$13.93	\$14.80	\$15.66	\$16.14	\$16.52	\$17.04	\$17.54	\$17.71	\$17.89	\$18.25

**Anesthesia Tech**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.36	\$14.22	\$15.00	\$15.52	\$15.84	\$16.32	\$16.86	\$17.01	\$17.17	\$17.51
3/1/2007	\$13.97	\$14.86	\$15.67	\$16.22	\$16.55	\$17.05	\$17.62	\$17.78	\$17.94	\$18.30

**Unit Support/****Env Serv Aide (4)(5)**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.19	\$14.16	\$14.71	\$15.18	\$15.56	\$16.03	\$16.47	\$16.64	\$16.80	\$17.14
3/1/2007	\$13.78	\$14.80	\$15.37	\$15.87	\$16.26	\$16.75	\$17.21	\$17.39	\$17.55	\$17.91

**Rehab Aide/Transport**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$12.66	\$13.52	\$14.21	\$14.77	\$15.01	\$15.53	\$16.06	\$16.20	\$16.37	\$16.69
3/1/2007	\$13.23	\$14.13	\$14.85	\$15.43	\$15.68	\$16.23	\$16.78	\$16.93	\$17.11	\$17.44

**Phlebotomy/EKG Asst**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$13.74	\$14.59	\$15.28	\$15.85	\$16.09	\$16.60	\$17.13	\$17.26	\$17.43	\$17.78
3/1/2007	\$14.36	\$15.25	\$15.97	\$16.56	\$16.81	\$17.35	\$17.90	\$18.04	\$18.21	\$18.58

**Equipment Processor**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$12.86	\$13.75	\$14.47	\$15.02	\$15.33	\$15.84	\$16.30	\$16.45	\$16.61	\$16.94
3/1/2007	\$13.44	\$14.37	\$15.12	\$15.69	\$16.02	\$16.55	\$17.03	\$17.19	\$17.36	\$17.70

**OB Technologist**

	Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs	After 5 Yrs	After 6 Yrs	After 8 Yrs	After 12 Yrs	After 15 Yrs
3/1/2006	\$15.34	\$15.80	\$16.28	\$16.76	\$17.26	\$17.78	\$18.31	\$19.23	\$20.19	\$21.20
3/1/2007	\$16.03	\$16.51	\$17.01	\$17.52	\$18.04	\$18.58	\$19.14	\$20.09	\$21.09	\$22.15

- (1) Any dietary aide assigned the duties of Pan Washer shall be paid at the Pan Washer rate for each hour doing such duties.
- (2) Anyone assigned the duties of operating washing machines or dryers shall receive \$.205 per hour above the prevailing rate while doing so.
- (3) Health Unit Coordinators who have tele-monitoring responsibilities on their shifts will be paid an additional \$.75) per hour.
- (4) Environmental Service Aides assigned to do special projects shall be paid at the Wall washer rate for each hour doing the special project.
- (5) Environmental Service Aides who are Permanent Project Workers shall be compensated at the Wall washer rate for all compensated hours.



**LETTER OF UNDERSTANDING**

**Between**

**Abbott Northwestern Hospital, Phillips Eye Institute, Mercy Hospital,  
Community Laundry and United Hospital**

**And**

**SEIU Local 113**

**SUBJECT: Transfer of 113 Employees between Facilities –  
Original LOU dated December 9, 1999**

---

Local 113 and Abbott Northwestern, Phillips Eye Institute, Mercy, Community Laundry, and United Hospital have reached agreement related to the transfer of 113 Service employees between facilities. This agreement recognizes the goals of increasing job opportunities for employees, being able to manage performance issues, and consistency of transfer practices.

The following will apply related to transfers between facilities:

28. Pay level (i.e. step level) remains the same in the new position.
29. Benefit accrual rates for vacation and sick leave transfer with the employee, as do the existing vacation and sick leave balances.
30. Benefits eligibility is not interrupted (e.g., waiting periods for insurance will not start over).
31. Seniority freezes in the current job classification and starts over in a new classification or in the same classification.
32. The employee personnel file transfers, including any existing disciplinary action.
33. Employees are not able to transfer to a new facility for a minimum of six (6) months from the date of any disciplinary suspension.
34. Employees who transfer to a new facility are not able to transfer to another facility for a minimum of twelve (12) months from the date of transfer.
35. There is no probationary period that is in effect in transfer situations.
36. Employees who are offered a new position can, prior to acceptance of the position, shadow an employee in the classification in the new department/facility in order to determine whether they want to accept the position. An employee can be paid up to a full shift of eight hours to participate in this job shadowing.

Signed this 9<sup>th</sup> day of December, 1999.

Signed

William MacNally  
Chair, Allina Labor Policy Committee

Signed

Joyce Gonier  
Service Employees International  
Union, Local 113

**LETTER OF UNDERSTANDING**

**Between**

**ABBOTT NORTHWESTERN HOSPITAL, MERCY HOSPITAL, METROPOLITAN  
LINEN SERVICES, PHILLIPS EYE INSTITUTE, AND UNITED HOSPITAL**

**And**

**SEIU Local 113**

**SUBJECT: EXPERIENCE CREDITS FOR SERVICE WORKERS**

---

**Background:** Allina is experiencing difficulty in retaining and recruiting employees for selected Local 113 service worker positions. The local labor market is experiencing record low levels of unemployment (1.79%) at the same time the hospitals have been experiencing higher patient volumes. This has resulted in tremendous amounts of overtime, staff having to work double shifts, and the use of temporary or outside staff. Given this combination, Allina and Local 113 have a shared interest in having a process available for granting credits for past experience for positions that have a history of being difficult to keep staffed and positions in which cumulative years of experience add worth to the organization. Therefore, Allina and Local 113 through the Allina/Local 113 System LMC jointly developed the following procedure for applying experience credits for Local 113 members.

**Agreement Parameters:**

13. A recommendation as to whether or not to offer experience credits for a specific position will be made on a business unit by business unit basis.
14. Any proposal to grant experience credits first needs to be approved by the Allina/Local 113 System Labor Management Committee. Final approval rests with the business unit's Sr. Management Team.
15. If experience credits are approved for a position, they must apply for all current employees as well as new hires.
16. Any pay rate changes due to experience credits being granted will be effective the first pay period after the approval of credits has been granted. No retro payments will be made.

**Procedure:**

13. A proposal must be prepared that includes the following information about the position under consideration for providing experience credits:
  - ♦ Justification as to why prior experience brings added worth to the organization
  - ♦ Number of FTE's of open positions compared to budget
  - ♦ Average time to fill in the past three years

- ◆ Number of hours and cost associated with overtime, doubles, double backs, use of agency personnel, use of other higher paid staff
  - ◆ Turnover rates for the past three years
  - ◆ Proposed system for granting experience credits and the financial impact of doing so with both current employees and the filling of open but budgeted positions
14. The completed proposal must be submitted to the business unit Human Resources Department. HR will review the proposal for completeness and accuracy, and then forward it for consideration to the Allina/Local 113 System Labor Management Committee.
15. If the proposal is approved by the Allina/Local 113 System LMC, the proposal will then be forwarded to the business unit Sr. Management Team for their approval. If it is not approved by the Allina/Local 113 System LMC, the business unit making the proposal will be informed of that decision and the rationale for it.
16. If the proposal is approved by the business unit Sr. Management Team, HR will work with the appropriate department to implement the agreed upon experience credit system, including:
- ◆ Developing a written description of the experience credit system for that position (# of years granted for what type of experience; any maximum for # of years granted, etc.)
  - ◆ Implementing experience credits for current employees (informing them as well as making appropriate salary adjustments)
  - ◆ Adjusting information on currently posted positions so that the impact of experience credits is reflected accurately within the postings
  - ◆ Developing and implementing an evaluation system to determine if the granting of experience credits has had the desired effect on retention and recruitment
- If the proposal is not approved by the business unit's Sr. Management Team, the HR and Local 113 representatives making the proposal will be informed of that decision and the rationale for it.

**Term of Agreement:** This agreement shall remain in place from the date below on which it was signed, through the term of the current contract period, which is February 28<sup>th</sup>, 2003. It will then be re-evaluated as a part of the overall contract negotiations.

SIGNED

Joyce Gonier, Local 113

SIGNED

Bill MacNally, Co-chair  
Allina Labor Policy Committee

1/15/01

Date

1/9/2001

Date

## LETTER OF UNDERSTANDING

It is in the interest of both the Hospital and the Employee to maintain consistency in work assignments within job classifications.

When Local 113 identifies a concern over consistency in work assignments the issue may be referred to the Local 113 Labor/Management Committee.

The Local LMC will develop and implement a written process for review and action.

By: SIGNED  
Chair, Allina Labor Policy Committee

By: SIGNED  
SEIU, Local 113

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **ACTION PLANS FROM 2003 NEGOTIATIONS**

### **1. Shoes**

- A. United Hospital Only - The Hospital will continue the practice of supplying safety shoes for the employees working in the maintenance department at United hospital in the classifications of Building Maintenance I and II.
- B. The Safety Committees at each site (with participation from Local 113 employees) will review OSHA standards, the rules as set by the MN State Department of Health and additional data to include accident & injury reports to provide recommendations. Labor and Management will meet to discuss the recommendations.
- C. Management agrees that union members will not be required to leave their shoes at work.
- D. The Safety Committees at each site (with participation from Local 113 employees) will review OSHA standards, the rules as set by the MN State Department of Health and additional data to include accident & injury reports to provide recommendations. Labor and Management will meet to discuss the recommendations.

### **2. Casual and Student - Extra Hours**

- A. All employees including Casuals and students, will have to follow the extra hour article in the contract when granting extra hours.
- B. When a student returns to work from school and has maintained his/her casual status, seniority must be followed when granting hours on the schedule.

### **3. Parking**

- A. The Employer is committed to continuing to provide a safe parking environment.

LOU – Local SEIU 113 # 2003-4  
Effective Date: September 1, 2001  
Ending Date: ~~February 28, 2003~~  
**February 29, 2008**

**LETTER OF UNDERSTANDING**

**Between  
Mercy Hospital  
And  
SEIU Local 113 Service Workers**

**Subject: Floating to other areas**

---

*Intent: During the negotiations of 1996, the issue of floating was discussed. The following represents the outcome of those discussions that was not included in the contract.*

Participants: All Local 113 Service members within the Mercy bargaining unit.

Effective Date: September 1, 2001 to ~~February 28, 2003~~ February 29, 2008

Process:

1. Each unit will maintain a current list of their employees by job classification to record the date on which an employee floats to another unit. New employees will be added to the list and floating rotations.
2. All employees will be expected to float in turn. An exception may occur in order to provide needed technical skills for patient care, as provided in Article I, section G, of the current collective bargaining agreement.

**Allina Health System**

**SEIU Local 113**

SIGNED

Marv Dehne  
Chair, Labor Policy Committee

1/14/02

Dated

SIGNED

Lance Lindeman  
Business Representative:

1/23/02

Dated

LOU – Local SEIU 113 # 2003-5  
Effective Date: October 15, 2001  
Ending Date: ~~February 28, 2003~~  
February 29, 2008

**LETTER OF UNDERSTANDING**

**Between  
Mercy Hospital  
And  
SEIU Local 113 Service Workers**

**Subject: Patient Registration, Pre-Registration and Financial Services Area  
Shift Differential and Lead Premium**

---

This Letter of Understanding reflects an agreement reached between Local 113 and Allina/Mercy Hospital for the Local 113 employees working in patient registration, pre-registration and financial services area only, regarding an increase in the amount of shift differential for the night shift and an increase in the Lead premium above that of the current contract amount.

The agreement is as follows:

Shift differential for the night shift will be an additional \$.50 above the current contract amount.

Lead premium will be an additional \$1.45 above the current contract amount.

SIGNED

Anne Hughson

Date: \_\_\_\_\_

SIGNED

Lance Lindeman

Date: \_\_\_\_\_

LOU SEIU Local 113 #2003-6  
Effective Date: January 1, 2002  
Expiration Date: ~~February 28, 2003~~  
February 29, 2008

**LETTER OF UNDERSTANDING**

**Between  
Mercy Hospital and SEIU Local 113**

**Subject: Permanent Project Worker Pay – Environmental Services**

---

**Intent:**

**To recognize that a group of environmental service aides who routinely do project work/floor care will be paid at the wall washer rate for all compensated hours.**

**Background Information:**

*History: Throughout the past year there have been discussions between Local 113 and the Hospital in regards to the duties of the Project Worker. There exists a difference in how the Project Workers are paid across the Allina system. Our interest is to standardize in the system how Project Work/Floor Care workers are paid. Wall Washer rate of pay, as listed in the contract, will continue to be the rate of pay for the Permanent Project Worker. Permanent Project Workers will remain part of the Environmental Services Aide classification.*

**Agreement:**

Current staff of the Environmental Services Department who are now performing the duties of the Project Worker will be recognized as qualified and will be paid the higher rate of pay for all the hours they work, effective January 1, 2002.

The position of Project Worker will provide a step/educational opportunity for the existing Environmental Service Aides. All open Project Worker positions will be posted first within the Environmental Services Department so that Environmental Service Aides can express their interest. These members will be given first preference, by seniority of those who sign, before any member from another classification. Training will be provided by the Hospital.

Members, designated as Permanent Project Workers, will receive the Wall Washer rate of pay for all compensated hours, such as: vacation, holiday, and sick hours. Pay will be retroactive to January 1, 2002.

**SIGNED**

Joyce Gonier  
Signature, Union Business Agent  
5/7/02

Date

**SIGNED**

Marvin Dehne  
Signature, Allina  
5/3/02

Date



LOU SEIU Local 113 #2003-7  
Effective Date: June 26, 2000  
Expiration Date: ~~February 28, 2003~~  
**February 29, 2006**

**LETTER OF UNDERSTANDING**  
**Between**  
**Mercy Hospital and SEIU Local 113**

**Subject: Patient Registrars/Pre-Registrars Experience Credit –  
Original LOU June 26, 2000 – Modified March 1, 2003**

---

Listed below are the experience credit and the value Allina would apply in the salary offer:

- Year for year based on Admitting/registration experience in another Allina Health System facility
- Six (6) months for every year Admitting/registration experience in another hospital (non-Allina)

Four (4) months for every year of experience related to Medical Receptionist/registrar in a clinic or experience in claims payment or customer service in an insurance company

SIGNED

Anne Hughson  
Mercy Hospital

SIGNED

Joyce Gonier  
Local 113

LOU SEIU Local 113 – 2006  
Effective Date: March 1, 2006  
Expiration Date: February 29, 2008

**LETTER OF UNDERSTANDING**

**Between**

**Allina Hospitals and Clinics—**

**Abbott Northwestern Hospital, Mercy Hospital, Phillips Eye Institute, United Hospital  
And**

**SEIU Local 113**

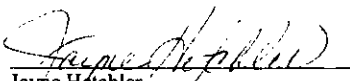
**SUBJECT: Sick Leave Payout**

---

It is agreed by Allina Hospitals & Clinics, on behalf of Abbott Northwestern, Mercy and United Hospitals and Phillips Eye Institute, and SEIU Local 113 that the employees on the attached list will continue to receive the sick leave payout as specified in Article 6 (A) of the collective bargaining agreement between Mercy Hospital and SEIU Local 113; and Article 6 (A) of the collective bargaining agreement between Abbott Northwestern Hospital, Phillips Eye Institute, United Hospital and SEIU Local 113, dated March 1, 2003 through February 28, 2006. No other employees will be added to this list.

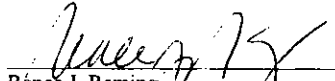
All listed employees had at least 20 years of service and a sick leave balance of equal to or greater than 500 hours as of February 28, 2006. The list of employees will be attached to this signed Letter of Understanding and a copy of the list will be kept by the Allina Labor Relations Department and SEIU Local 113.

**For SEIU Local 113**

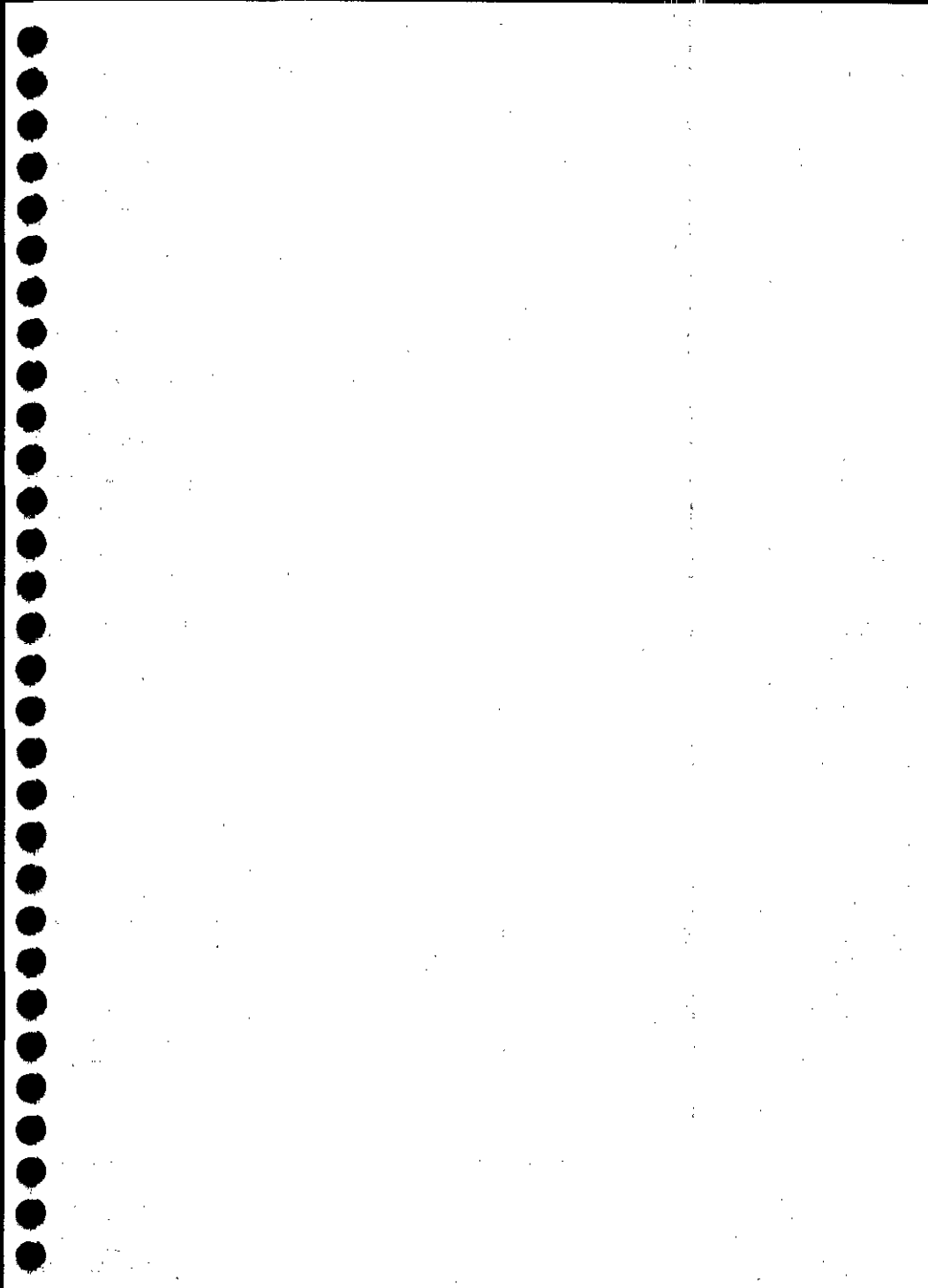
  
Jayne Hetchler  
Business Representative

9/28/06  
Date

**For Allina Hospitals and Clinics**

  
Renee J. Raming  
Director Labor Relations

10/9/06  
Date



# **Collective Bargaining Agreement**

**Between**

**Abbott Northwestern Hospital  
Phillips Eye Institute  
United Hospital**

**And**

**SEIU Local 113, AFL-CIO/CLC  
(Licensed Practical Nurse)**

**Effective October 1, 2006  
Through  
February 29, 2008**

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## EMPLOYMENT AGREEMENT

This Agreement made and entered into this first day of October 2006 by and between the undersigned Hospital, hereinafter referred to as the "Hospital" and Minnesota's Health Care Union, Local 113, SEIU, hereinafter referred to as the "Union."

### ARTICLE 1: RECOGNITION

- 1.1 The Hospital recognizes the Union as the sole and exclusive bargaining representative for all Licensed Practical Nurses, including permit Licensed Practical Nurses employed by the Hospital; excluding all office clerical employees, professional employees, managerial employees, all other employees covered by existing labor agreement, guards and supervisors, as defined in the National Labor Relations Act, as amended and all other employees, as certified by the National Labor Relations Board in Case No. 18-RC-12468.
- 1.2 The term "Nurse" as used herein shall mean "Licensed Practical Nurse." The term "Licensed Practical Nurse" shall mean a person currently holding a license or permit from, recognized by, and in good standing with the Minnesota State Board of Examiners of Nursing as a Licensed Practical Nurse. The Hospital and Union agree that only persons so licensed shall be recognized as Licensed Practical Nurses.
- 1.3 Conflicting Agreements - The Hospital agrees not to enter into any agreement or contract with its Nurses, either individually or collectively, which conflicts with any of the provisions of this Agreement.

### ARTICLE 2: UNION SECURITY

- 2.1 The Union shall be the sole representative for those employees who work in job classifications covered by this Agreement.

After completion of the introductory period of sixty (60) calendar days of employment, the Collective Bargaining Agreement provides the Employee with the following two (2) choices:

- (A) *Employees may elect to become a Union member and participate fully in the affairs of the Union by paying an initiation fee and monthly dues.*
- (B) *Employees may choose not to become a Union member and pay a service fee and monthly fees (an amount not to exceed monthly Union dues.)*

At the time of employment, a new employee who shall be subject to this Agreement shall be informed of this by the Employer and the Union.

It is the Employee's responsibility and a condition of employment to ensure that payments to the Union are made on a timely basis. The Collective Bargaining

Agreement provides that Employees may voluntarily elect to have Union dues and fees deducted from their checks and sent to the Union.

GOOD STANDING - All Employees covered by this Agreement who are now or may hereafter become members of the Union shall during the life of this Agreement, remain members of the Union in good standing as a condition of employment. "In good standing," for the purpose of this Agreement, is defined to mean the payment of a standard initiation fee and standard regular monthly dues, uniformly required as a condition of acquiring or retaining membership in the Union.

Employees covered by this Agreement who elect not to become Union members shall pay to the Union a service fee in an amount equal to the standard initiation fee paid by Employees who become Union members and a monthly service fee not to exceed the standard monthly dues paid by Union members.

Payments required by this section shall be made only after an Employee has completed sixty (60) calendar days of employment. The fee required by paragraph one shall be due and payable upon the sixty-first (61<sup>st</sup>) day of employment and must be paid within ten (10) days thereafter. Monthly payments required by paragraph two are due and payable the first (1<sup>st</sup>) day of the month following the completion of sixty (60) calendar days of employment and shall be paid by the tenth (10<sup>th</sup>) day of each month.

Any Union member or Employee electing to pay the initiation or service fee and the monthly dues or monthly fees who is delinquent in making the payments required herein for more than thirty (30) calendar days shall be terminated by the Employer without any notice to the delinquent Employee. Termination shall occur within three (3) calendar days after receipt of written notice from the Union to the Employer of such delinquency.

The Union shall hold the Hospital harmless from any claims of an employee so terminated.

The Union will also send copies to that Hospital of the various warnings sent to the members pursuant to its present practices so that the Hospital may take steps designed to keep the employees in good standing.

#### "STATEMENT TO NEW EMPLOYEE"

There is a contract between this Hospital and the SEIU, Local 113 covering wages, hours and working conditions. The Contract provides that the Union is the sole representative for nonprofessional employees of the Hospital in the classification of work for which you are hired. The Contract also provides that if you elect not to become a member of the Union, you must pay an enrollment fee and a monthly service fee to the Union. The Hospital takes no position as to whether or not you become a member of the Union.

It is your responsibility to insure that the payments to the Union

are made at the times indicated. In the event any Union member, or employee electing to pay the enrollment and service fee, is delinquent in making the required payments for more than thirty (30) days, the employment of such employee will be terminated without any notice from the Union. It is important, therefore, that the contractual payments be made on time.

The Contract also provides that you may voluntarily elect to have Union fees and dues or enrollment and service fee payments deducted from your check and sent to the Union.

- 2.2 DUES/FEES DEDUCTIONS** - The Hospital agrees to deduct Union dues and initiation fees, or comparable enrollment and service fees for employees electing not to become Union members, from the wages of employees who voluntarily provide the Hospital with a written authorization to make such deductions. The written authorization shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made from the wages of employees' in the first (1st) pay period of the month in which the payment is due. Withheld amounts will be forwarded to the Union by the tenth (10th) day of the month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Union will hold the Hospital harmless from any dispute with an employee concerning deductions made.

In the event that no wages are due the employee or that they are insufficient to cover the required deduction, the deduction for such month will nevertheless be made from the first wages of adequate amount next due the employee, with the Union notifying the Employer and will thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Hospital shall furnish the Union with a list of the employees for whom deductions were made. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union. The Hospital will work with the Union in order to process dues and reporting of hours electronically.

- 2.3 EMPLOYEE LISTS** - Each month, the Employer will send the Union a list with the following information:

- ❖ **New Hires:** name, hire date, address, phone number, classification, rate of pay, social security number, and number of hours worked per pay period.
- ❖ **Transferred Employees:** (this applies to employees transferring within the bargaining unit or transferring into or out of a bargaining unit position) name, social security number, date of job transfer, position the employee is transferring from and into, new hire information for those employees new to the bargaining unit.



- ❖ **Terminated Employees:** (from the bargaining unit) name, termination date, classification, and social security number.
- ❖ **Employees on Leave of Absence:** name, date leave begins, date of return, and social security number.
- ❖ **Changes:** name changes, address changes, phone number changes, changes in hours per pay period, change in classification, rate of pay, any other changes affecting union membership or dues, and social security number.
- ❖ **Hourly Reports:** monthly lists of all employees in the bargaining unit with actual hours worked by pay period, along with name, social security number, and period the hours cover.
- ❖ **Seniority List:** one list of all employees in the bargaining unit by seniority with compensated hours and one list alphabetically to be sent two times per year – January and July.

**2.4** In January of 2007 SEIU Local 113 will be moving to a percentage dues system, which is based on each member's gross pay under the Collective Bargaining Agreement. There will continue to be minimum and maximum monthly dues. In an effort to make the transition as smooth as possible, Local 113 is requesting the following data in addition to the member information provided above:

**Each Pay Period:** name, social security number, gross pay per pay period, and dues deduction amount.

**Annually:** name, social security number, hire date, classification, wage rate, gross collective, bargaining wages, and total annual dues deducted.

**Electronic Reporting** – The Employer shall work with the Union in order to process dues and reporting of hours electronically.

### **ARTICLE 3: MANAGEMENT RIGHTS**

The management of the Hospital and the direction of the working forces shall be vested solely and exclusively in the Hospital, except as specifically limited by the express written provisions of this Agreement. This provision shall include, but is not limited to, the right to determine the quality and quantity of work performed; to determine the number of employees to be employed; to assign and delegate work; to require observance to Hospital rules, regulations, retirement and other policies; to schedule work and to determine the number of hours to be worked; to determine the methods and equipment to be utilized and the type of service to be provided; and to enter into contracts for the furnishing and purchasing of supplies and services subject to the provisions of Article 14 of this Agreement.

## ARTICLE 4: UNION STEWARDS

**4.1 UNION STEWARDS -** The Employer recognizes the right of the Union to elect or select from employees who are members of the Union, Union Stewards to handle such Union business, during their routine at the Hospital where they are employed, as may from time-to-time be delegated to them by the Union in connection with this collective bargaining relationship. The work may be conducted only, so long as it does not interfere with the work assignment of the Steward or other employees. The name of such Union Steward shall be furnished, in writing, to the Employer, and any changes in Union Stewards shall be reported to the Employer in writing.

- (A) Union Orientation –** Two working days before each new employee orientation session occurs a designated Union Steward will be sent via email the most current list of Local 113 employees scheduled to attend new employee orientation. At the time of new employee orientation the Employer will provide the Union Stewards with the complete list of names of those Local 113 employees attending that orientation. Up to two (2) Union Stewards will attend new employee orientation to speak to new Local 113 members for up to ½ hour, the actual time slot to be determined by the orientation schedule. Additional time may be agreed upon from time to time if mutually agreed between Human Resources and the Union Stewards.
- (B) Paid Union Steward Time—**In an effort to promote the joint vision of SEIU Local 113 and Allina Hospitals and Clinics and to problem solve prior to committing a complaint to written form, Union Stewards will be provided with .2 FTE/Pay Period per 100 members. Hospitals with fewer than 100 members will be provided at .2 FTE/Pay Period. Union Stewards will receive benefit credit for all time spent in a paid Union Steward time capacity, including seniority hours in their classification, PTO accrual and pension credit.
- (C) Steward Office—**Allina will provide an autonomous, furnished Union Steward office at each Hospital including the following:

  - A desk and chair

    - A computer with Allina Knowledge Network and internet access and a printer
    - A work table with four (4) chairs
    - A bookcase
    - A phone line with voicemail
    - A file cabinet
- (D) Paid Union Steward Training—**Union Stewards will be paid for up to two (2) days each per calendar year for Union sponsored training or other activities relevant to their Union Steward duties that are also related to the business of Allina.

- (E) **Union Steward Meetings**--The Hospitals will make every effort to release Union Stewards for monthly Union Steward meetings. All Union Stewards will notify their direct supervisors of these meetings as far in advance as possible to facilitate coverage.
- (F) **Union Access**--Union Representatives and Stewards shall have access at all reasonable times to bulletin boards and to other non patient, non public areas to be designated by the Hospital to discharge the duties as representatives of the Union.

Following proper Hospital procedures and table reservation guidelines, the Union may, not more than one day per month, reserve a table in public corridors for the purposes of distributing information, answering Union-related questions, and to discharge the duties as representative of the Union.

Additional days may be agreed upon from time to time as mutually agreed to between the Hospital and the Union. When using a table in a public area the Union and its representatives will not cause disruption to the regular flow of business and traffic in the area. The Union will also not engage employees on work time. Nothing that is derogatory to the employer will be distributed and the Union representatives will work to ensure a respectful atmosphere surrounds the table activities.

- 4.2 **BULLETIN BOARDS** --Bulletin boards in the Hospital shall be made available to the Union on each station/work area in a break room or other non-public area for the purpose of posting business notices only. Union officials shall clear all bulletin board notices through the personnel office before they are posted on the bulletin board. The business agent for the Union or the employee designee shall have access at all reasonable times to such bulletin boards and to such other non-patient nonpublic areas to be designated by the Hospital to discharge the employee's duties as representative of the Union.
- 4.3 **UNION NEGOTIATING COMMITTEE**--All employees shall continue to accrue benefits while serving as a member of the Union negotiating committee, including PTO time, insurance benefits, seniority and pension credits, etc.

#### **ARTICLE 5: EDUCATIONAL DEVELOPMENT**

- 5.1 The Hospital shall pay the Nurse tuition and required fees and books up to **two thousand dollars (\$2000)** per year for educational course work and classes at an accredited institution under the following circumstance:
  - (A) The Hospital must approve the proposed course or sequence of studies as having a reasonable relation to the Nurse's professional employment or development of secondary clinical expertise mutually agreed to by Hospital and Nurse.

- (B) The Nurse must sign a certificate that she/he will continue to or return to work at the Hospital for at least **two (2) years** after completion of the course or sequence of studies.
- (C) Payment shall be made upon satisfactory completion of each course for which reimbursement has been requested. Provided, nevertheless, that the Nurse shall repay the Hospital any reimbursement she/he has been paid hereunder to the extent that she/he does not continue to or make herself/himself available to return to work at the Hospital for at least two (2) years after completion of the course or sequence of studies. Any amount due the Hospital under this Section may be deducted from the Nurse's final paycheck.
- 5.2 A Nurse may use up to three hundred dollars (\$300) per year of the amount provided in this section for workshops, courses, and other types of educational programs. The nature of the program shall be determined by agreement between the Nurse and Hospital taking into account the Hospital's needs and the Nurse's interest. Nurses participating in such program shall receive reimbursement for approved courses taken thereunder upon satisfactory completion of the workshop, course, or educational program. Nurses so participating shall be given preference in floating to the secondary clinical area and agree to float to such area as needed.
- 5.3 Any education required by the Hospital subsequent to employment shall be provided during hours compensated pursuant to the Contract Agreement and with the expense thereof paid by the Hospital.
- 5.4 A Nurse shall receive one normally scheduled day off work per calendar year for education, with no pay, but no loss of benefits for Nurses who are regularly scheduled to work an average of forty (40) hours or more per two (2) week pay period, providing that the Nurse gives two (2) weeks' notice and adequate staffing exists.
- 5.5 Educational Leave - A Licensed Practical Nurse who chooses to undertake the sequence of studies required to qualify as a Registered Nurse or other baccalaureate prepared health care occupation shall be granted a leave of absence under Section 22.2 of this Agreement for the time necessary to complete such study up to a maximum of two (2) years. Upon returning from such leave of absence as a Licensed Practical Nurse, the Hospital will reemploy the Nurse in the next available LPN opening for which she/he is qualified.
- 5.6 Skill-building/education that may be required as a result of changes in the health care delivery system will be made available to affected LPNs on an as-needed basis.

#### **ARTICLE 6: JOB DUTIES**

In the event the Hospital is giving serious consideration to any substantial changes in the overall job duties of Nurses, the Union shall be given notice within thirty (30) days of the date that the

Hospital decides to so consider such changes. The Union and the Hospital will meet and confer prior to any major care delivery changes and review potential changes at the unit level prior to implementation.

The Union shall then be given the opportunity to negotiate the issue with the Hospital and present its views, arguments and opinions in connection with the proposed changes prior to any final decision relating thereto. The negotiations shall consider whether or not said changes are made, alternative means of accomplishing the result desired by the job duty changes and appropriate means to eliminate or minimize any disruptive effects on Nurses because of such changes. No Nurse shall be laid off as a result of any of the changes referred to in this Article.

#### **ARTICLE 7: PROBATIONARY PERIOD**

The first sixty (60) calendar days of employment shall be a probationary period. The probationary period may be extended for an additional thirty (30) calendar days on the following basis: The Hospital shall advise the Union in writing of the name or names of Nurses for whom such extension is desired. The extension request must be received by the Union no later than the fiftieth (50th) calendar day of the probationary period of the Nurse involved. The Union may object to such extension by giving written notice to the Hospital. If no such written objection is made, the probationary period shall be extended for the additional thirty (30) calendar days. The provisions of Article 25 and Article 26 shall not be applicable to any Nurse terminated during the probationary period. Upon satisfactory completion of the probationary period, a Nurse shall have seniority from the commencement of employment.

#### **ARTICLE 8: SENIORITY**

- 8.1 Seniority for all Nurses shall be defined as the Nurse's total compensated hours with the Hospital after the most recent date of employment. There shall be one (1) seniority list for full-time, regularly scheduled part-time, and casual Nurses.
- 8.2 The Hospital shall prepare and post seniority lists of all Nurses covered by this Agreement specifying the seniority of each Nurse. Such list shall be updated at least annually and copies thereof furnished to the Union.

#### **ARTICLE 9: JOB POSTING**

- 9.1 The Hospital will post a notice of any position to be filled by a Licensed Practical Nurse on the employee bulletin board for a period of seven (7) days prior to filling such position. Any Nurse currently employed by the Hospital and qualified to fill the position shall be granted such position upon application. In the event more than one qualified Nurse applies for the same position, seniority shall be the determining factor. The term "qualified" used in this Section means the ability to satisfactorily perform the duties of the position within a reasonable period of orientation not to exceed four (4) weeks.

- 9.2 If no qualified Nurse at the Hospital where the opening exists applies for the position, the qualified bargaining unit Nurses at other Allina Hospitals covered in this agreement (Abbott Northwestern Hospital, Phillips Eye Institute, United Hospital) who apply will, in order of bargaining unit seniority, be given the opportunity to fill the position. The Nurse transferring between Abbott Northwestern Hospital, Phillips Eye Institute, United Hospital will retain all benefits including seniority.

Transferring to another Allina Hospital, covered by this agreement, shall only be allowed after 12 months employment at the current Hospital. No employee will be allowed to apply for an opening between Hospitals for 18 months following a suspension.

## ARTICLE 10: SALARY

- 10.1 Salary - Effective March 1, 2006, employees will receive an across the board increase of 4.0%. Effective March 1, 2007, employees will receive an across the board increase of 4.5%. Salary rates shall be as set forth on Exhibit A attached hereto.

Exhibit A		3/1/2006		3/1/2007	
		Increase	4%	Increase	4.5%
Steps	Current Hourly	Prop Hourly	Increase	Prop Hourly	Increase
Start	\$15.46	\$16.08	\$0.62	\$16.80	\$0.72
After 1 Year	\$15.75	\$16.38	\$0.63	\$17.12	\$0.74
After 2 Years	\$16.10	\$16.74	\$0.64	\$17.50	\$0.75
After 3 Years	\$16.41	\$17.07	\$0.66	\$17.83	\$0.77
After 4 Years	\$16.74	\$17.41	\$0.67	\$18.19	\$0.78
After 5 Years	\$17.12	\$17.80	\$0.68	\$18.61	\$0.80
After 6 Years	\$17.53	\$18.23	\$0.70	\$19.05	\$0.82
After 7 Years	\$17.67	\$18.38	\$0.71	\$19.20	\$0.83
After 8 Years	\$18.29	\$19.02	\$0.73	\$19.88	\$0.86
After 9 Years	\$18.77	\$19.52	\$0.75	\$20.40	\$0.88
After 10 Years	\$19.22	\$19.99	\$0.77	\$20.89	\$0.90
After 12 Years	\$19.80	\$20.59	\$0.79	\$21.52	\$0.93
After 15 Years	\$20.53	\$21.35	\$0.82	\$22.31	\$0.96
After 20 Years	\$21.36	\$22.21	\$0.85	\$23.21	\$1.00

- 10.2 Charge Nurse - A Nurse will be considered, for the purposes of this Section, a "Charge Nurse" if she/he provides the patient care on a ward, station, or unit without direct supervision by a Registered Nurse assigned to the ward, station, or unit. A "shift of work", for the purposes of this Section, is defined as eight (8) hours or more of a normal workday. The Nurse defined as a "Charge Nurse" will receive forty-five cents (45¢) per hour additional for work defined in this Section.

- 10.3 Prior Experience - Upon the employment by the Hospital of a Nurse who has had prior experience as a Nurse, either in some other Hospital or during a period of prior employment in the Hospital, the Hospital will review and evaluate the experience and qualifications of such Nurse and assign such credit as the Hospital deems reasonable to the previous experience of the Nurse. For the purpose of classification of the Nurse under Section 10.1 of this Agreement relating to salary, this credit will be considered as the equivalent of employment in the Hospital.
- 10.4 Weekend Premium - A Nurse shall receive premium pay at the rate of fifty cents (50¢) per hour for each hour worked during a period of six (6) consecutive shifts commencing with the Hospital's regular Saturday day shift.
- 10.5 Weekend Bonus - Full-time and regularly scheduled part-time Nurses who work more weekend shifts than those for which they are regularly scheduled shall be paid an additional fifty dollars (\$50) for each full extra shift worked. Shifts of less than eight hours shall receive a prorated bonus. The provisions of this Section shall apply to all shifts worked between 3:00 p.m. Friday and 7:00 a.m. Monday. The weekend bonus shall not be paid if additional shifts are worked as a result of Nurses voluntarily exchanging hours.

Longevity increments for full-time Nurses shall be based on years of service. Increments for all part-time Nurses shall be based on one (1) year's credit for each 2,080 compensated hours.

#### **ARTICLE 11: SHIFT DIFFERENTIAL**

Nurses working the evening or night shift shall be paid one dollar per hour. Shift differential shall be paid for the entire shift for any shift where the majority of the hours worked occurs after 3:00 p.m.

A straight evening and straight night differential of one dollar and twenty cents (\$1.20) per hour shall apply to Nurse's working permanent evenings or permanent nights.

#### **ARTICLE 12: HOURS OF WORK AND OVERTIME**

- 12.1 Basic Work Period - The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks (fourteen (14) consecutive days). The regular workday will be eight (8) hours. A Nurse required to work in excess of eighty (80) hours during said two-(2) week period or in excess of eight (8) hours in any workday shall be paid at one and one-half (1 1/2) times the Nurse's regular rate of pay for all excess time so worked. The preceding sentence notwithstanding, a Nurse required to work in excess of eight (8) consecutive hours will be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for the first four (4) hours of such overtime and will be paid double

time (2) for all overtime in excess of twelve (12) consecutive hours. Overtime payments shall not be duplicated. **PTO shall be considered as hours of work for overtime purposes, except for supplemental PTO used on a holiday.**

12.2 General Scheduling Patterns - The general pattern of scheduling will be as follows:

- (A) Nurses will have two (2) consecutive days off and alternate weekends (Saturday and Sunday) off. If necessary to allow for flexibility in scheduling, nonconsecutive days off during weekdays, (Monday through Friday) may be utilized. The scheduled workweek need not correspond to the calendar week and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week provided that not more than ten (10) days of work are normally\* scheduled in any two (2) workweeks.
- (B) Nurses normally\* shall not be required to work more than two (2) shifts (days and reliefs or days and nights) on a permanent basis.
- (C) Normally\* there shall be at least twelve (12) hours between assigned shifts (days, relief or nights) except on days prior to scheduled days off.
- (D) Nurses working a schedule of rotating shifts normally\* shall not be scheduled to work the relief shift prior to a scheduled weekend off. No Nurse shall be scheduled to work the night shift immediately preceding a weekend off.
- (E) Nurses shall not be scheduled to work more than seven (7) consecutive days without the Nurse's consent.
- (F) Nurses working a schedule of permanent reliefs or permanent nights will receive shift differential while on PTO.

\*Exceptions to the general pattern of scheduling may be made by agreement between the Hospital and the Nurse concerned or in cases of emergency or unavoidable situations where the application of the general pattern would have the effect of depriving patients of needed nursing service.

12.3 Split Shifts - The Hospital agrees that there will be no split shifts unless it is mutually agreeable to both the Nurse and the Hospital.

12.4 Posting of Schedules - The time schedule shall be posted fourteen (14) calendar days in advance of the Nurses' work schedule. Changes in posted, block or weekend schedules will not be made without notification to the Nurse(s) affected. Notice shall be given within a reasonable time, and in person or by phone to the Nurse(s).

12.5 Staffing Policies - Local 113 Business Representatives will receive "draft" staffing policies affecting LPNs prior to implementation.



- 12.6 Pay Guarantee - If a Nurse reports for work on her/his regular shift and is sent home for lack of work or if a Nurse is asked to report and is then sent home, the Nurse shall receive a minimum of four (4) hours' pay.
- 12.7 Break Periods - Nurses shall receive a paid fifteen (15) minute break during each four (4) hour period of work.
- 12.8 Unscheduled Shifts - A Nurse who is called to work an unscheduled shift and who is called no later than one-half (1/2) hour after the commencement of that shift shall be paid for the entire shift if she/he arrives within a reasonable period of time after being called.
- 12.9 Intermittent Hours - Additional intermittent hours shall be first offered to regularly scheduled part-time Nurses who have advised the Hospital that they are interested in working additional hours before being assigned to casual Nurses.
- 12.10 Double Shift Pay - Nurses working a double shift shall receive pay for sixteen (16) hours at the applicable rate.
- 12.11 Each Nurse who is interested in working in an area of secondary clinical experience shall notify the staffing office. Based on its staffing needs and cost implications, the Hospital will consider orientation of the Nurse to that secondary area.
- 12.12 Flexible Schedules - The Hospital and an individual Nurse may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day. Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:
- (A) A Nurse shall have an opportunity to review the alternate work schedule or schedules being considered prior to volunteering for flexible work schedules. The Nurse may limit agreement to specific types of flexible schedules. The Hospital shall retain written documentation that a Nurse has agreed to a flexible work schedule and of the type of flexible schedule to which the Nurse has agreed. A Nurse electing to work schedules under this Section may revoke such election by giving the Hospital written notice six (6) weeks or a period of time equal to the length of time normally covered by the Hospital's posted schedule of work hours, whichever is less.
  - (B) The basic work period shall be forty (40) hours per week. A Nurse shall be paid time and one-half (1 1/2) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in this Section 12.2. Further, even though the total hours worked during a week may not exceed forty (40), a Nurse working in excess of her or his scheduled workday shall be paid at the rate of time and one-half (1 1/2) for all excess time so worked, except that hours in excess of twelve (12) consecutive hours in a workday be paid at the rate of double (2) time.

- (C) Shift differential shall be paid for the entire shift for any shift where the majority of the hours worked occurs after 3:00 p.m.
- (D) **PTO shall be used to cover all time away from work (planned or unplanned). PTO will be paid for the total scheduled hours of the shift and shall be deducted from accumulated PTO leave at the same rate.**

12.13 **Alternative Weekend Schedules** - The Hospital may establish flexible scheduling plans providing work schedules of only two (2) twelve (12) hour shifts every weekend. A Nurse may agree to work additional shifts; but such agreement shall not be a condition of being accepted for available Alternative Weekend Schedules. Plans established under this Section shall be subject to the following conditions:

- (A) Alternative Weekend Schedules developed under this program shall be within a forty-eight (48) consecutive hours period between 7:00 p.m. Friday and 7:00 a.m. Monday.
- (B) A Nurse electing this program will be scheduled to work two (2) twelve (12) hour shifts on consecutive days during the forty-eight (48) hour period on every weekend. The Nurse will receive thirty-six (36) hours of pay at the Nurse's regular rate of pay for this twenty-four (24) hours of work.
- (C) A Nurse working two (2) twelve (12) hour weekend shifts on an Alternative Weekend Schedule shall be credited with thirty-six (36) hours per weekend (seventy-two (72) hours per payroll period) toward accumulation of all contractually provided benefits, including pension and seniority. A Nurse will receive one (1) hour of credit toward benefits for each additional hour the Nurse agrees to work.
- (D) If a Nurse agrees to take a voluntary low need day for a portion of her or his scheduled twelve (12) hour weekend shift, the Nurse will receive one and one-half (1 1/2) hours of pay for each hour worked on the partial shift and in accordance with Section 16.1, will be given one and one-half (1 1/2) hours credit toward benefits for all hours lost.
- (E) **PTO shall be paid and deducted from the Nurse's accumulated PTO at the same rate it was accrued.** A Nurse will, therefore, receive eighteen (18) hours of pay for each twelve (12) hour weekend shift taken as **PTO**.
- (F) A Nurse electing an Alternative Weekend Schedule may be scheduled to work on each holiday falling on a weekend.
- (G) Section 10.5 relating to the Weekend Bonus and Section 10.4 relating to the Weekend Premium, and Article 11 relating to Shift Differential, shall not apply to the two (2) twelve (12) hour shifts for which a Nurse is normally scheduled; but will apply to any additional weekend shifts a Nurse agrees to work.

- (H) The basic work week for Nurses on the Alternative Weekend Program shall be forty (40) hours per week. A Nurse shall be paid time and one-half (1 1/2) for all hours worked in excess of forty (40) hours per week. A Nurse working in excess of her or his scheduled work day shall be paid time and one-half (1 1/2) for all excess hours so worked except that hours in excess of twelve (12) consecutive hours in a work day shall be paid at the rate of double (2) time.
- (I) Nurses on the Alternative Weekend Program may elect permanent assignment to the night shift. The remaining night shifts shall be shared proportionately by Nurses electing to work twelve (12) hour shifts on weekends under this Program or other schedules including twelve (12) hour shifts on a weekend developed in accordance with Section 12.13.
- (J) A Nurse may revoke her or his consent to an alternative weekend schedule pursuant to this program by giving written notice in accordance with Section 12.12. The Nurse shall be entitled to return to an open available position for which the Nurse is qualified and which has an equal number of hours per payroll period as the Nurse had prior to electing the Alternative Weekend Program. The Hospital shall likewise give the Nurse notice of equal length in the event the Alternative Weekend Program was discontinued.
- (K) A Nurse participating in this Alternative Weekend Program may, with Hospital approval, trade hours with a Nurse who is not on an Alternative Weekend Schedule. Each Nurse involved in the trade will be paid at that Nurse's regular rate of pay excluding the Alternative Weekend Schedule Premium and in accordance with that Nurse's standard for overtime eligibility. A Nurse on an Alternative Weekend Schedule who trades hours with another Nurse who is scheduled to work a twelve (12) hour shift between 7:00 p.m. Friday and 7:00 a.m. Monday shall continue to receive pay as set forth in this Section. A Nurse who agrees to work a scheduled shift for a Nurse on an Alternative Weekend Schedule shall be paid at the rate of pay the Nurse would otherwise receive for weekend work.

12.14 Floating - Nurses who are working extra shifts above their FTE status will be required to float before the regularly scheduled Nurse on the unit.

**A Nurse with a work agreement of .5 or above with 20 or more consecutive years of service with the Hospital and a nurse with a work agreement below .5 who has accumulated 41,600 hours of seniority will not float unless there is no other eligible, qualified Nurse available to float. However, if the eligible, qualified Nurses available to float are those referenced above, they would be given the option to voluntarily float. If there are no volunteers, the Nurse with the lowest seniority hours is required to float.**

The LPN shall not be floated off the unit solely to be replaced by an RN unless the grid/skill mix or patient care needs require the floating of the LPN. The preceding sentence

shall not interfere with the practice on units that have a floating rotation between RN's and LPN's.

- 12.15 Where ever possible, managers should look at opportunities to reduce weekend schedules for Nurses with work agreements of .5 or above with 20 or more consecutive years of service with the Hospital, and Nurses with work agreements below .5 who have accumulated 41,600 hours of seniority with the hospital.**

#### **ARTICLE 13: ON-CALL**

- 13.1 On Call Payment - Payment for on-call hours for Nurses not required to be on Hospital premises shall be four dollars and fifty cents (\$4.50) per hour. A Nurse who is called to work while on-call off premises shall be paid not less than four (4) hours pay at the applicable rate of pay. On-call hours shall not be considered hours worked, and no overtime payment shall be made for such on-call time.
- 13.2 On-Call On Premises - Payment for on-call hours, when the Nurse is required to remain on premises, shall be the minimum rate of pay set forth in the Federal Fair Labor Standards Act. If on-call hours occur after the Nurse has completed eight (8) hours of work in a day, overtime for the on-call period shall be based on one and one-half (1 1/2) times the on-call rate. On-call hours which occur on days off shall be treated as overtime hours to the extent that all of the hours worked during the applicable pay period (including the on-call time) exceeds eighty (80). Payment for on-call hours as provided in the preceding sentence shall be based on one and one-half times (1 1/2) the on-call rate regardless of whether said on-call hours fall during or at the end of the two (2) week pay period. Hours actually worked during a period of on-call duty shall be paid for at straight time or overtime rates of pay, whichever is applicable. A Nurse who is required to remain on premises on-call shall be paid not less than four (4) hours pay at the applicable rate of pay.

#### **ARTICLE 14: SHIFT OF CHOICE**

Nurses with length of employment in the Hospital of ten (10) or more years, as defined in Section 8.1, shall be afforded the opportunity to work a permanent shift of the Nurse's choice subject to the following conditions:

- (A) The offering of permanent shifts shall be objectively determined on a unit basis and shall not adversely affect the need to provide proper staffing and experience levels on all shifts.
- (B) If not all ten (10) year Nurses can be offered a permanent shift on a unit, such offering shall be made first to full-time Nurses on the basis of length of employment in the Hospital as defined in Section 8.1. The opportunity to elect a

permanent shift of the Nurse's choice shall thereafter be offered to eligible part-time Nurses on the basis of length of employment.

- (C) To the extent that permanent day shifts are selected on a unit, it is understood and agreed that the balance of the staff on such units may be required to work additional relief and night shifts occasioned by the establishment of permanent day shifts.
- (D) Eligible Nurses who cannot be offered a permanent shift on their present unit shall be given reasonable opportunity to transfer to other units where vacancies exist and where permanent shifts may be established, provided that such Nurses are presently qualified, with station orientation, to perform the duties of the vacant position in the other unit.

#### **ARTICLE 15: TEMPORARY NURSES**

The Hospital agrees that it will be its policy to utilize its own staff for any regular staffing rather than temporary Nurse personnel from the outside sources. Temporary Nurses will be used only as a supplement to and not in lieu of regular nursing staff. The scheduling of temporary Nurses will be limited to those situations where the regular staff Nurses are not available for assignment and no other means of providing nursing staff are available within a reasonable time.

Temporary Nurses shall not be given unit or shift assignment preference over regular staff except where no other reasonable alternative is available to provide needed nursing coverage.

The use of temporary Nurses and on-call Nurses will be recognized by the parties as a legitimate subject for discussion and/or study through the already established labor-management meeting process between the parties set forth in Section 28.1 of this Agreement.

#### **ARTICLE 16: VOLUNTARY & MANDATORY LOW NEED DAYS**

16.1 Voluntary/Mandatory Low Need Days - In the event the Employer determines a need to reduce the number of Nurses scheduled on a particular unit and/or shift because of changes in staffing needs, the following procedure will be utilized:

- (A) Voluntary low need days will be requested from Nurses on the affected unit and/or shift in accordance with grid/skill mix established for that unit and/or shift by the Employer. Each staffing office shall maintain a list of those Nurses who have requested that they be given voluntary low need days.
- (B) If the needed reduction is not accomplished by (A) above, Nurses will be required to take low need days on the basis of seniority within the unit on the scheduled shift, provided the more senior Nurses are qualified and properly oriented to perform the available work. A senior Nurse being reduced a full shift under this paragraph will be given the opportunity, to the extent practicable, to replace a less

senior Nurse on the same shift provided the more senior Nurse is qualified and properly oriented to perform the available work. Overtime, bonus, and casual shifts shall be cancelled first, regardless of seniority.

- (C) A Nurse required to take a low need day will be given at least two (2) hours advance notice.

- 16.2 All eligible Nurses shall continue to accrue the following benefits when requested to take voluntary or mandatory low need days.

- **PTO**
- Dental Insurance
- Health Insurance
- Life Insurance
- Salary Increments
- Seniority
- Pension

A Nurse responding to an Employer's request to take a low need day may exercise her/his right to use **PTO**.

- 16.3 In the event a Nurse's hours are involuntarily reduced by more than twelve (12) shifts within six (6) consecutive pay periods, the Hospital will review the staffing needs in the Nurse's department and determine if layoffs are appropriate. Prior to layoffs, in an effort to keep the Nurse whole, the Hospital and Union will meet to explore the option of making work available to the Nurse at other Hospitals covered by this agreement. If this is determined to be workable, a process will be developed to identify those available opportunities/hours.
- 16.4 If placed on-call instead of taking a voluntary or mandatory low need day, Nurses shall continue to accrue the benefits set forth in 16.2. However, this provision shall have no impact on the treatment of on-call for purposes of Article 13.
- 16.5 Nurses who have been assigned a mandatory low need day have the responsibility of informing management that they would be willing to work additional shifts that would not require the payment of overtime in the pay period when cancellation occurs. Nurses who have been assigned mandatory low need days will be given the first opportunity to pick up extra hours.

#### **ARTICLE 17: LAYOFF**

- 17.1 In the event of a reduction in the number of full-time or regular part-time Nurses, layoff shall be made in the reverse order of seniority. Provided, however, a Nurse may be retained out of the sequence described in the preceding sentence if Nurses with greater

seniority do not have the ability to perform the duties of the Nurse or Nurses to be laid off within a reasonable period of orientation not to exceed four (4) weeks. Nurses shall be recalled from layoff in the reverse order of layoff. Nurses on a layoff status shall have preference over casual Nurses for any available additional work hours. Nurses shall be given a two (2) week notice in advance of any layoff.

- 17.2 Prior to using the layoff procedure described in this Section, the Hospital shall first seek volunteers to accomplish the necessary reductions. The Hospital will also advise the Union in advance of any layoff and upon request of the Union, the parties shall meet to discuss the implementation or the effect of any actual or proposed layoff.
- 17.3 If any member of the bargaining unit is laid off from Abbott Northwestern Hospital, Phillips Eye Institute, or United Hospital as a result of a corporate merger, consolidation or reorganization of services, such Nurse shall be offered employment within the bargaining unit where there are openings that are considered a "match" to the Nurse's current position. For a one-year period, the Nurse retains recall rights to openings for which the Nurse is reasonably qualified. For these purposes, a "match" is determined to be the same FTE, not the same shift or unit. The term "reasonably qualified" means the ability to perform the duties of a position within a reasonable period of employer-sponsored orientation and education not to exceed four (4) weeks. Such orientation and education shall be at no cost to the Nurse. Any offer for employment during the recall period shall be treated for all purposes including length of employment as a transfer within the same Hospital and not re-employment.
- (A) In the first instance, offers for employment shall be made by Abbott Northwestern, Phillips Eye Institute, and United Hospitals. Any offer for employment under this Paragraph (A) during aforesaid seniority period shall be treated for all purposes, including length of employment, as a transfer within the same Hospital and not a re-employment.
- (B) If there are no available openings in the first instance as described in the aforesaid paragraphs, the Nurse concurrently will also be offered employment in the bargaining unit at any other Contracting Hospital which has openings for which the Nurse is reasonably qualified during aforesaid seniority period. Employment of a Nurse under the provisions of this Paragraph (B) shall be with full credit for all length of service credited at the former Hospital employer for purposes of salary and PTO eligibility.
- (C) The provisions of this Section shall in no way limit, circumscribe or reduce rights of an affected Nurse under the other sections of this Contract Agreement.

#### **ARTICLE 18: PAID TIME OFF "PTO"**

- 18.1 **PTO provides employees with choice and flexibility to balance their lives between work and home by consolidating an employee's vacation time, holiday and sick leave into a single account of paid leave.**
- (A) **Eligibility and Effective Date**

To be eligible for Paid-Time Off, an employee must be classified as a .5 FTE work agreement or greater (e.g. 20 hours or more per week). PTO shall be used in (fifteen) 15 minute increments and must be accurately reported.

If an employee's work agreement or FTE changes such that the employee loses eligibility and later regains eligibility, the employee's initial eligibility date will remain the same for purposes of determining length of service. If the employee terminates employment with Allina and is rehired within 180 calendar days, the employee's initial eligibility date will remain the same for purposes of calculating length of service. If the employee is rehired after 180 calendar days, the employee's rehire date will be used as the initial eligibility date.

Employees will automatically be enrolled in the PTO Program as of the later of:

- October 1, 2006, effective date of conversion to PTO;
- The date of hire at Allina; or
- The day the eligibility requirements are satisfied through employment within Allina.

**(B) PTO ACCRUAL SCHEDULE**

Length of Service	Accrual Rate/Hour	Maximum Accrual Rate/Year
0-4 years	.0925	192.40
5-8 years	.1117	232.34
9-14 years	.1309	272.27
15 years	.1350	280.80
16 years	.1380	287.00
17 years	.1420	295.36
18 years	.1460	303.68
19 or more years	.1590	330.72

PTO accrues each pay period, to an annual maximum, based on an employee's length of service with Allina regardless of any change of classification or transfer between facilities. Length of service is determined using a twelve month (12) period and calculated based upon the employee's initial eligibility date or the date the employee moves into an eligible position, if later.

An employee will not accrue PTO while on an unpaid non-FMLA leave of absence (e.g. personal leave) or an unpaid suspension.



If accrued PTO is available, PTO will be used to cover all time away from work (planned or unplanned) including Family Medical Leave Act leaves, except as otherwise provided in Article 22.2 - Income Protection.

If an employee is absent and does not have accrued PTO available, the time away from work will be unpaid.

Accrued PTO will carryover from year to year, up to the maximum accrual. No maximum accrual will apply during the 2006 calendar year. Effective January 1, 2007, the maximum PTO accrual shall be as follows:

- As of January 1, 2007 — 400 hours
- As of January 1, 2008, — 360 hours

When an employee reaches this maximum PTO accrual, there will be no further accrual of hours until the balance falls below the maximum. However, PTO will not be lost once it has accrued. PTO will need to be used in order to begin to accrue PTO again. An employee will not receive retroactive credit for time worked while his or her PTO balance is at or above the maximum accrual limit.

Employees on medical leave who are receiving benefits under Income Protection Article 22, FMLA or new child/parental leave may elect to reserve up to 40 hours of PTO to be available to use upon return from leave. Elections to reserve PTO are irrevocable. The ability to reserve PTO is not available for employees on an approved intermittent leave of absence.

Employees moving to PTO will see the following changes:

- vacation balance will move into PTO balance,
- sick time balance will move into Frozen Sick Leave (FSL) bank,
- when ill for more than one day, the first day will come out of PTO and each consecutive day will come out of the frozen sick leave bank until FSL is exhausted,
- for employees on an approved intermittent FMLA, Leave FSL will be used for all absences following the first day of the leave, until FSL is exhausted.

**18.2 FSL instead of PTO - Frozen Sick Leave (FSL) is available to certain employees who had sick leave balances when the PTO Program was first implemented.**

Frozen Sick Leave may be used if you are absent due to one of the following:

- Your own illness or serious health condition;

- To care for your child under the age of 18 (or under the age of 20 if the child has not graduated from secondary school) with an illness or serious health condition;
- To care for your child age 18 or older who is incapable of self care due to a mental or physical disability and who has a serious health condition;
- To care for your spouse/domestic partner or parent who has a serious health condition;
- The birth of your child, including care for such newborn; and
- The adoption or placement for adoption or foster care of a minor child.

The term serious health condition as referred to throughout this Article shall be defined pursuant to the provisions of the Family Medical Leave Act, as amended from time to time. Note: It is not a requirement of the PTO program that employees must have a serious health condition in order to access frozen sick leave. However, if you have an FSL balance, your use of FSL is subject to the following rules:

- Except as otherwise indicated, you must use PTO for the first full or partial day of absence due to one of the causes listed, unless you do not have PTO available, in which case you must take such time unpaid.
- If you return to work after an illness or injury and you are absent again within fourteen (14) consecutive calendar days due to the same illness or injury, you may use your FSL balance immediately without using a full or partial day of PTO.
- If you are unable to work due to a disability as determined under terms of the Income Protection Program (as referenced in Article 22.2 Income Protection), you must use your FSL, until exhausted, beyond the first day of the absence.
- Benefits under the Income Protection Program will automatically be supplemented with your available FSL up to 100% of pay at the time of your disability.
- PTO or FSL will not be granted for absences from work on the day immediately preceding or following a holiday, a weekend or day(s) off when the Nurse is not scheduled to work, unless satisfactory evidence of such illness is presented to Hospital. General requirements of a certificate from a physician or licensed health care provider affiliated with an HMO for proof of sickness shall not be made. Individual Nurses may be required to furnish certificates, provided that such Nurse is given advance notice that the certificate will be required. A Nurse shall not be required to explain an illness at the time the sick call-in is made. Such explanation may be required at a later time based on review of a pattern of sick leave use.

### **18.3 PTO REQUEST PERIOD/GRANTING OF PTO –**

An employee's manager must approve all requests for PTO. An employee may use PTO as soon as it is accrued.

An employee may not use PTO in excess of his or her normally scheduled hours (i.e. FTE status), except if the manager requires additional work hours to meet business needs.

With at least two (2) weeks notice to the HR Service Center, an employee may request prepayment of PTO prior to taking time off.

This paragraph does not apply to holiday scheduling.

Employees shall have the right to make PTO requests with less than fourteen (14) days notice with the understanding that all requests for time off shall be granted subject to staffing needs. PTO may be scheduled throughout the year subject to staffing needs. Nurses should submit their PTO requests at least sixty (60) days in advance. Nurses submitting such a request shall be notified of the approval of PTO at least forty-five (45) days in advance. Nurses may submit PTO requests less than sixty (60) days in advance and these requests shall be responded to within ten (10) days. Approved PTO shall not be rescheduled by the Hospital except by mutual agreement of the Hospital and the individual Nurse. When more than one timely request for the same PTO period is made, seniority shall prevail in case of conflict.

#### **18.4 PTO AND HOLIDAYS**

**(A) Recognized holidays include:**

New Year's Day	Labor Day
Good Friday or Easter	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Nurse's Birthday

Christmas and New Years. Christmas Day shall be deemed to extend over a forty (40) hour period from 7:00 a.m. on December 24 through 11:00 p.m. on December 25. New Year's Day shall be deemed to extend over a thirty-two (32) hour period from 3:00 p.m. on December 31 through 11:00 p.m. on January 1. Employees shall receive time and one-half for all hours worked during this time and have the option of taking PTO for all hours worked over this holiday period. Back to back shifts shall be deemed to be one (1) shift for purposes of this Section.

**Nurses must choose one of the following:**

**1. Full-time Nurses (Nurses with a 1.0 FTE work agreement)**

Full-time nurses scheduled to work a holiday shall elect one of the following options:

- a. **Work 80 hours in the pay period, (including the holiday) and take PTO as premium pay on the holiday to receive double**

- pay – at straight time. The premium pay will be entered into the system as “worked holiday”, or
- b. Work 80 hours in the pay period (including the holiday) and save PTO to be used in a different pay period.

**Full-time employees who do not wish to work a holiday shall elect one of the following options:**

- a. Work 72 hours and use PTO to equal 80 hours,
- b. Work 80 hours without using PTO during the pay period, or
- c. Work 72 hours without using PTO. (Note: This option will impact an employees accruals as he/she will earn accruals on 72 hours rather than 80 hours.)

**2. Part-time Nurses (Nurses with a work agreement of .5 -.99 FTE)**

**Nurses scheduled to work a holiday shall elect one of the following options:**

- a. Work their FTE, and take PTO as premium pay on the holiday to receive double pay at straight time, not resulting in overtime.
- b. Work their FTE, and not take PTO.

**Part-time Nurses who are not scheduled to work a holiday shall elect one of the following options:**

**If the holiday would normally be a scheduled day off:**

- a. The employee can work their full FTE and add PTO on the holiday – not resulting in overtime, or
- b. The employee can work his/her full FTE without using PTO.

**If the holiday would normally be a scheduled day to work:**

- a. The employee can use PTO on the holiday to arrive at their FTE status, or
- b. The employee can take the holiday off without pay and work under their FTE status. ((Note: This option will impact the employee's accruals.)

**3. Nurses with work agreements less than .5 FTE.**

A part-time Nurse, (with a work agreement less than .5 FTE), regardless of the number of hours worked per pay period, shall be paid time and one-half (1-1/2) for all hours worked on Christmas Day and/or New Year's Day and shall receive

eight (8) hours of holiday pay for one (1) scheduled shift during this forty (40) hour period. If a Nurse works more than eight (8) hours in one (1) shift during this forty (40) hour period, the Nurse shall receive one (1) hour of holiday pay for each hour in excess of eight (8) hours. If a Nurse works more than one (1) shift during the forty (40) hour period, the first shift shall be the one for which holiday pay is received. Back-to-back shifts shall be deemed to be one (1) shift for purposes of this Section.

Any part-time Nurse working on any of the other specified holidays shall be paid at the rate of double time the Nurse's regular rate of pay for all hours worked on the holiday.

- (B) Except in cases of emergency or unavoidable situations where it would have the effect of depriving patients of care, Nurses shall not be required to work more than four (4) of the eight (8) specified holidays in this Agreement in any calendar year. A Nurse whose shift is cancelled on a holiday shall have that holiday counted as one of the four (4) holidays the Nurse may be required to work. While maintaining current FTE status, a Nurse who chooses to find a replacement with a qualified Nurse for the scheduled holiday shift shall have that day counted as one of the four (4) holidays the Nurse may be required to work. The Nurse who worked as a result of the agreement will not have the holiday counted as one of the possible four (4) of eight (8) holidays.
- (C) To the extent feasible and consistent with proper staffing, Nurses who are scheduled to work on the Christmas and/or Thanksgiving holidays shall have that holiday off in the succeeding year at the Nurse's option. Holiday schedules shall take precedence over weekend schedules.
- (D) Except in cases of emergency or unavoidable situations where it would have the effect of depriving patients of care, a Nurse with a work agreement of .5 or above who has 20 or more consecutive years of service with the Hospital shall not be required to work on the holidays specified in Section 18.1 of this Agreement. A Nurse with a work agreement below .5 who has 41,600 seniority hours of service shall not be required to work on the holidays specified in Section 18.1 of this Agreement.

Prior to 9/30/99 eligibility for this was described as full-time Nurse who has 20 or more consecutive years of service with the Hospital. Any Nurse who qualified under that standard will continue to be qualified as long as the Nurse remains full-time.

- (E) **Department Closure.** If an employee's department is closed due to an Allina Recognized Holiday, the employee does not have to use PTO, and can work under his/her work agreement.

## 18.5 PTO CASH OPTION

Each calendar year during annual Open Enrollment, Employees with a PTO balance of one hundred and sixty (160) hours or more as of the last payroll period on or before November 1 of such year an Employee may elect the PTO Cash Option. The employee will receive a notification and election form from the HR Service Center indicating you are eligible for the PTO Cash Option.

The PTO Cash Option allows an Employee to request up to forty (40) hours of PTO that would be accrued in the following year be distributed to the Employee rather than accrued as PTO. Only PTO hours accrued in the following calendar year are eligible for the PTO Cash Option. The PTO Cash Option election must be received by the HR Service Center during open enrollment or no later than December 31. An election to participate in the PTO Cash Option in the next calendar year and the payment option designation are irrevocable once made.

In no event will the PTO Cash Option distribute an amount in excess of the PTO actually accrued during the year in which such distribution is to be made. PTO accrued during prior years shall not be available for distribution under the PTO Cash Option. The PTO Cash Option shall be paid at the Employee's standard hourly rate at the time of payment and shall not be considered or paid at overtime rates.

All elections to participate in the PTO Cash Option must indicate the number of hours to be distributed up to the maximum of forty (40) hours. An Employee who fails to provide this required information by the stated deadlines shall not participate in the PTO Cash Option in the following year.

If at any time prior to a scheduled payment under the Cash Option an Employee's FTE is reduced below .5, the Employee will no longer be a eligible to participate in the Cash Option and all future scheduled payments will cease. Termination of participation in the Cash Option will not change or otherwise impact an employee's elections under the medical program, flexible benefit program or 403(b) Savings Plan.

The following payment options are available:

- (A) **Lump Sum Cash Payment** - An Employee may elect to receive all or a portion of the PTO Cash Option in a single lump sum cash payment. An Employee must designate the number of hours to be distributed in this form at the time the PTO Cash Option is elected. Such payment shall be paid as of the first payroll period on or after April 1 of the payment year. If an Employee fails to elect a payment option, the Employee will be deemed to have elected the Lump Sum Cash Payment option.
- (B) **Contribution to the Allina Pre-Tax Premium Payment Program** - An Employee may elect to contribute all or a portion of the PTO Cash Option to

the Premium Payment Program in order to offset employee's portion of the cost of Allina sponsored group medical coverage elected by the Employee. An Employee must designate the number of hours to be contributed to the Pre-Tax Premium Payment Program at the time the PTO Cash Option is elected. Such contribution will then be distributed on a pro rata basis each payroll period to the extent such amount does not exceed the PTO accrued during the pay period. In the event insufficient PTO has accrued during the pay period, a PTO Cash Option distribution will not be made and will be paid in a subsequent pay period in which sufficient PTO has accrued. This payment option will be administered in compliance with the provisions of Section 125 of the Internal Revenue Code and all applicable regulations.

- (C) **Contribution to the Allina Flexible Benefit Program.** - An Employee may elect to have all or a portion of the PTO Cash Option contributed to the Flexible Benefit Program. Such amount may be used to fund the amount the Employee elects to contribute to the Health Care Reimbursement Account and/or the Dependent Care Reimbursement Account. This payment option is a funding mechanism only. The Employee must also participate in the Flexible Benefit Program pursuant to the enrollment requirements applicable to that Program. Electing this payment option does not increase, decrease or replace the Employee's elections under the Flexible Benefit Program.

An Employee must designate the number of hours to be contributed to the Account(s) under the Flexible Benefit Program at the time the PTO Cash Option is elected. If an Employee elects to fund the Flexible Benefit Program with all or a portion of the PTO Cash Option, such amount will be deposited in the Account(s) designated by the Employee as soon as administratively feasible following April 1. An employee's remaining future contributions will be adjusted to account for this contribution. If the PTO Cash Option distribution amount designated under this payment option exceeds the amount elected under the Flexible Benefit Program, such excess shall be paid in a single lump sum cash payment to the Employee. This option will be administered in compliance with the provisions of Section 125 of the Internal Revenue Code and all applicable regulations.

- (D) **Contribution to the Allina 403(b) Savings Plan.** - An Employee may elect to contribute all or a portion of the PTO Cash Option to the 403(b) Savings Plan. An Employee must designate the number of hours to be contributed to the Savings Plan at the time the PTO Cash Option is elected. If an Employee elects to contribute any portion of the PTO Cash Option, such amount will be deposited as soon as administratively feasible following April 1 to the extent such amount is not an excess contribution (in which case such excess amount will be paid in a single lump sum cash payment to the Employee). This payment option will be administered in compliance with the provisions of Section 403(b) of the Internal Revenue Code and all applicable regulations.

## **18.6 WHEN ELIGIBILITY FOR PTO ENDS**

An Employee will no longer be eligible for PTO when:

- The Employee terminates employment with Allina.
- The Employee dies.
- The Employee no longer satisfied the eligibility requirements in paragraph A in this section.
- The Employee begins a non-FMLA leave of absence.

If eligibility ends due to death or termination of employment, unused accrued PTO will be paid to the Employee in his/her final paycheck.

If an Employee's regularly scheduled hours are changed to less than 20 hours per week (less than .5 FTE), PTO accruals will cease. An employee's PTO will not be paid out. The Employee may continue to use accrued PTO until it is exhausted.

## **18.7 CASHING OUT PTO DURING EMPLOYMENT - With the exception of the PTO Cash Options during open enrollment, an employee's unused PTO will not be paid at any time prior to termination of employment, unless one of the following criteria is met:**

- **Re-classified as Casual** - If an employee is reclassified under his/her work agreement as a casual employee (0.0 FTE), his/her PTO will be paid out automatically. If the employee is later reclassified as a full time or part time employee, he/she will not have the opportunity to reinstate his/her PTO by repaying the cashed-out amount.
- **Extreme Hardship** - Accrued PTO may be paid out in the limited case of an extreme hardship. An extreme hardship is a financial hardship due to a serious, isolated and unexpected event that will have severe financial impact on the employee and cannot be met by any other source of income or savings (e.g. house fire, catastrophic illness, natural disaster), and does not include circumstances resulting from poor planning or foreseeable consequences of personal actions. Request for extreme hardship PTO payouts are subject to approval by the Director of the Labor Relations, or his/her designee.

## **18.8 PTO DONATION**

Employees may choose to donate time for the "PTO Donation Program" following the Allina guidelines as may be amended from time to time.



## ARTICLE 19: JURY DUTY PAY

A Nurse required to serve on a jury will be paid the Nurse's regular straight time rate of pay, less the amount received for jury duty. Such pay shall be made for a maximum period of three (3) weeks in each calendar year.

## ARTICLE 20: BEREAVEMENT PAY

A Nurse shall be granted a leave of absence of three (3) days without loss of pay in the case of death in the family (parents, grandparents, grandchildren, parents-in-law, brothers, sisters, sons, daughters, husbands, wives, domestic partners, step-parents, step-children, step-brothers and step-sisters) for the purpose of attending the funeral or memorial service of the deceased. Such leave shall be the day of the funeral or memorial service and the days prior and subsequent thereto unless different days are agreed upon between the Nurse and the Hospital.

## ARTICLE 21: LEAVES OF ABSENCE

- 21.1 **Illness and Disability Leave** - A leave of absence without pay will be granted to Nurses for illness or disability, including pregnancy, for a maximum period of twelve (12) months after all accumulated sick leave has been paid. Length of service increments and vacation benefits shall continue to accrue for a maximum period of ninety (90) calendar days. The Hospital shall pay health insurance coverage for one (1) month beyond the month in which the leave of absence begins. With respect to leaves of absence granted in accordance with the Family and Medical Leave Act, the Hospital shall pay the Hospital's portion of health and dental insurance coverage for the first twelve (12) weeks of the leave of absence.
- 21.2 **Personal Leave** - The Hospital shall grant a Nurse a personal leave of absence for legitimate reasons and for a reasonable period of time not to exceed ninety (90) calendar days. Legitimate reasons shall include, but are not limited to, parenthood leave, adoption leave, critical illness or death in the immediate family (spouse, parents, brothers, sisters and children) and education leave. With respect to leaves of absence granted in accordance with the Family and Medical Leave Act, the Hospital shall pay the Hospital's portion of health and dental insurance coverage for the first twelve (12) weeks of the leave of absence. Length of service increments and PTO shall continue to accrue during the first fourteen (14) calendar days of such leave. Nurses may contact either a Human Resources Representative at their Hospital or their Business Representative to obtain further information regarding the Family and Medical Leave Act. Upon agreement of the Nurse, Hospital and Union, personal leave of absence may be mutually extended beyond the ninety (90) calendar day limitation.
- 21.3 **Return from Leave of Absence** - A Nurse returning from a leave of absence within ninety (90) calendar days after the commencement of the leave shall be returned to the Nurse's former position. A Nurse returning from a leave after ninety (90) calendar days from the commencement of such leave shall be returned to work as a Licensed Practical Nurse.

## ARTICLE 22: INSURANCE BENEFITS

- 22.1 Hospitalization and Insurance - The Hospital shall provide hospitalization and medical benefits to full-time Nurses and part-time Nurses who are regularly scheduled to work an average of forty (40) hours or more per two (2) week pay period, under its own individual non-contract health insurance plan or an HMO option. **The parties intend the health care plans for 2007 to remain, essentially the same. The Basic plan will be eliminated January 1, 2007. Co-pays, co-insurance and deductibles will be frozen in 2007 at 2006 rates, unless the Union determines that doing so will unreasonably increase the amount of premium contributions. SEIU employees will form their own group plan and will be carved out of the non-contract group health care plan as soon as permissible.**

**EMPLOYEE COVERAGE:** Effective October 1, 2006, the Hospital shall pay toward single employee coverage as follows:

ALLINA CARE	85%
ALLINA DEDUCTIBLE	85%
ALLINA BASIC	85%

Effective January 1, 2007, the Hospital shall pay toward single employee coverage as follows:

ALLINA CARE	85%
ALLINA DEDUCTIBLE	90%

**DEPENDENT COVERAGE** - Effective October 1, 2006, the Hospital shall pay dependent coverage as follows:

ALLINA CARE and BASIC	
Employee plus one	80%
Family	83%

ALLINA DEDUCTIBLE	
Employee plus one	85%
Family	85%

Effective January 1, 2007, the Hospital shall pay dependent coverage as follows:

ALLINA CARE	
Employee plus child[ren]	80%
Employee plus spouse	80%
Family	83%

#### ALLINA DEDUCTIBLE

Employee plus child ren	85%
Employee plus spouse	85%
Family	85%

Eligibility for Coverage - Employees shall be eligible for the coverage provided in this Section after completing sixty (60) days of employment.

The Hospital shall offer one open enrollment period annually.

#### 22.2 INCOME PROTECTION (IP) (Short Term Disability)

PTO eligible employees (those with work agreements above .5 FTE), are entitled to Income Protection (IP) ("Eligible Employees"). The Income Protection (IP) program pays 60% of an employee's regular earnings during a period of disability for a maximum of up to 80 calendar days. Eligible Employees are automatically enrolled at no cost.

There is a 10 consecutive calendar day waiting period for IP, beginning the first day of continuous covered total disability. During this waiting period, Employees must use FSL (frozen sick leave) if available, or PTO. Should the employee not have any FSL or PTO, this waiting period shall be unpaid. The maximum period begins at the end of the 10-day waiting period.

IP is effective the first calendar day of the month on or after an Eligible Employee commences active employment. For the purposes of Income Protection, "active employment" is defined as being physically present at your regular work site or at an alternate site if on official Allina business and includes a scheduled day of PTO or a period of Company approved paid leave of absence or unpaid FMLA leave.

If an employee is eligible for coverage under the IP program, the employee must use PTO during the waiting period prior to the start of the IP program except:

- (A) If an employee has available FSL, he/she must use PTO for the first day of absence due to disability and then his/her Frozen Sick Leave will automatically be used for the remainder of the waiting period or until such leave is exhausted, if shorter; or
- (B) If the employee's available FSL is not sufficient to cover the waiting period, the employee must use PTO for absences during the remainder of the waiting period.

An employee may elect to supplement his/her benefits under the IP program with PTO up to 100% of his/her pay. This election is irrevocable, and may not be changed for the remainder of the disability period. If the employee elects to supplement his/her IP benefits with PTO, he/she may reserve up to forty (40) hours

of PTO for availability upon his/her return to work. Elections to reserve PTO are also irrevocable.

Other terms of the IP Program apply. Further information is available by reviewing Allina's Income Protection Program.

## **22.3 LONG TERM DISABILITY**

PTO eligible employees are entitled to Income Protection (IP) ("Eligible Employees"). The Hospital shall provide and pay the premium for a long term disability plan for Eligible Employees. The policy shall pay 60% of the employee's covered earnings, as defined by the Insurance Policy to a maximum of \$3,000.00. *If an eligible employee applies for and is approved for benefits, those benefits shall commence on the 91<sup>st</sup> calendar day of disability and will be paid monthly. The employee shall be taxed on the Long-Term Disability premiums paid by the Hospital. Therefore, any disability benefits received by an Employee under the Long-Term Disability Program will be paid on a non-taxable basis. Coverage begins the first calendar day on or after an Eligible Employee commences active employment.*

Other terms of the long term disability policy applies. Further information is available by reviewing the Long Term Disability Summary Plan Description

22.4 Life Insurance - The Hospital shall provide and pay the full cost of a group term life insurance program in the amount of twenty five thousand dollars (\$25,000) for full-time and regularly scheduled part-time Nurses working an average of forty (40) hours or more per two (2) week pay period. Coverage under such plan shall continue until age seventy (70).

22.5 Dental Insurance - The Hospital shall provide and pay the full cost of a group dental insurance program for full-time Nurses and part-time Nurses who are regularly scheduled to work an average of forty (40) hours or more per two (2) week pay period. The plan shall include the following basic provisions:

(A) The plan shall be a "reasonable and customary" plan providing reimbursement for three (3) types of expenses described as follows:

1. Type I Expenses  
(Diagnostic and Preventive)
  - Oral examinations
  - X-rays
  - Prophylaxis (cleaning)
  - Emergency treatment for pain
  - Fluoride treatments
  - Space maintainers

2. Type II Expenses  
(Basic Services)
  - Anesthesia
  - Restorations (fillings other than gold)
  - Endodontics (such as pulp capping and root canal therapy)
  - Periodontics
  - Maintenance and repair to dentures, fixes bridges
  - Extractions
3. Type III Expenses  
(Major Services)
  - Gold inlay, crowns, etc.
  - Prosthodontics (removable and fixed)
  - Complete dentures. Partial dentures

Type I expenses shall be reimbursed at eighty percent (80%) of the reasonable and customary charge with no deductible; Type II expenses shall be reimbursed at eighty percent (80%) of the reasonable and customary charge with a twenty-five dollar (\$25) deductible per year; and Type III expenses shall be reimbursed at fifty percent (50%) of the reasonable and customary charge with a deductible of twenty-five dollars (\$25) per year.

- (B) The effective date of the plan shall be January 1, 1981. All Nurses employed on said effective date shall be automatically covered by the plan, and Nurses hired on and after the effective date shall be covered on the first day of the month following six (6) months of employment with the Hospital.
- (C) Eligibility for benefits and all payments hereunder shall be subject to the terms and provision of the insurance contract establishing the group dental insurance plan. Copies of the insurance contract shall be furnished to the Union and Summary Plan Descriptions shall be provided to the Union and to all eligible Nurses.
- (D) Effective January 1, 1991, the Hospital will make available to Nurses a family dental option to be paid for by the Nurse.

- 22.6 Eligibility for Benefits - Eligibility for benefits and all payments provided in this Article shall be subject to the terms and provisions of the insurance contracts establishing the various insurance benefits.
- 22.7 Professional Liability Insurance - The Hospital agrees to provide its employees with the same professional liability insurance coverage which is made available to all other employees working at the Hospital. The Union shall be notified by the Hospital of any change in the liability insurance coverage.

- 22.8 Leave of Absence - During a leave of absence, eligible Nurses may continue to be covered under the insurance plans set forth in this Article by paying the required premium to the Hospital.

### **ARTICLE 23: PENSION PLAN**

Pension benefits shall match the rates negotiated at the Twin City Hospital Table for Licensed Practical Nurses. See Exhibit B.

### **ARTICLE 24: CORRECTIVE ACTION AND DISCHARGE**

- 24.1 **JUST CAUSE** - The Employer shall not initiate **corrective action**, discharge or suspend an employee without just cause. **Employees who are under the influence of drugs and/or alcohol, bring drugs or alcohol on the premises, are dishonest or violate rules directly affecting patient comfort or safety shall be considered grounds for discharge.**
- 24.2 **NOTICE OF CORRECTIVE ACTION AND DISCHARGE** - A copy of any corrective action shall be given to the employee **with a copy provided to the Union.. Employees shall be notified of their right to have a union steward present during a corrective action meeting. Request for Union representation shall be granted promptly so as not to delay corrective action or investigation. When an employee declines Union representation, a Steward Wavier Notice must be provided to the employee and signed by the employee. A copy will be provided to the Union.**
- 24.3 **SUSPENSION - TIME LIMITS** - Disciplinary suspensions shall not exceed fourteen (14) working days.
- 24.4 **CORRECTIVE ACTION FOR ABSENTEEISM** - In the event an employee's attendance becomes a concern, the employee and the manager will meet together to discuss the circumstances surrounding the employee's attendance prior to the start of the corrective action process, and after such discussion(s), they will develop an ongoing plan for improvement.
- 24.5 **REMOVING WRITTEN CORRECTIVE ACTION**
- Written notice of corrective action will be removed from an employee's personnel file, upon the employee's request, after twenty four (24) months from its date of issuance, provided there is no subsequent corrective action issued to the employee within such twenty four (24) month period.**

## **ARTICLE 25: GRIEVANCE AND ARBITRATION**

### **25.1 General Provisions**

Any claim of an employee arising out of the interpretation, application, or adherence to the terms or provisions of this Agreement or arising out of disciplinary and discharge actions taken by the Employer shall be subject to the Grievance and Arbitration Procedure.

On a case by case basis, the time limits outlined in this Article may be extended by written mutual agreement of the parties as entered into between a Union Steward or Union Representative and a Director of Human Resources or Allina Labor Relations.

Any decision to be made by the Employer that is not actually issued within the time limits set forth in this Article for Steps One or Two, will be deemed to have been issued as a denial of the grievance effective on the deadline date and will be subject to appeal accordingly.

Only the Union or the Employer shall have the right to take a grievance to arbitration.

### **25.2 Grievance and Arbitration Procedure**

#### **Pre-Grievance**

The employee and/or Union Steward will discuss the alleged grievance with his/her manager in an attempt to resolve the issue. The parties will jointly agree to a time frame for a response. This pre-grievance process will not extend the time limits for filing a grievance unless otherwise agreed pursuant to this Article.

#### **Step 1 – Written Grievance**

If the grievance is not resolved at Pre-Grievance, it must be submitted by a Union Steward or Union Representative, in writing, to Human Resources, with a copy provided by Human Resources to Allina Labor Relations. A written grievance shall include the Article and Section of the contract allegedly violated, the desired remedy or correction, and be signed and dated by a Union Steward and/or Union Representative.

In no case shall there be any consideration given to a grievance unless such notice is put in writing and submitted within twenty (20) calendar days after the date of the occurrence giving rise to the grievance. A grievance relating to pay (wages, hours, vacations and days off, etc.) must be submitted in writing within thirty (30) days after the payday for the period during which the grievance occurred. Failure to give such notice shall be a permanent waiver of the rights to pursue such grievance.

Within ten (10) calendar days from receipt of the grievance, representatives from the Employer and the Union and the grievant(s) will meet and attempt to resolve the grievance. Within five (5) business days (excluding weekends and holidays) after the date of the meeting, the Employer will issue a decision on the grievance to the Union Steward and or Union Representative and the grievant attending the meeting. A copy will be provided by Human Resources to Allina Labor Relations.

## **Step 2 – Appeal Hearing**

If the grievance is not resolved at Step 1, it must be submitted for an appeal hearing, in writing, to Allina Labor Relations, by the Union Representative and/or the Union Steward. The appeal must be submitted to the Director, Allina Labor Relations, within twenty (20) calendar days after receipt of the Step One decision. Within five business days from receipt of the appeal, representatives from the Employer and Union will agree to a date to meet to resolve the grievance. Within ten (10) business days after the date of the meeting, the Employer will issue a decision in writing on the grievance to the Union Representative and/or Union Steward attending the meeting.

## **25.3 Arbitration and Mediation Procedure**

In the event the grievance is not resolved, either the Union or the Employer shall have the right to appeal the grievance to Arbitration. All disputes referred to the Board shall be filed with the Director of Allina Labor Relations within thirty (30) calendar days after receipt of the Employer's written decision.

The time limits in this section (C) may be extended by mutual agreement to enlist the services of the Federal Mediation and Conciliation Services' (FCMS). Any settlement reached as a result of the FMCS process is not final and binding unless mutually agreed to by the parties.

The selection of the Arbitrator shall be made through a request to the Director of Federal Mediation and Conciliation Service for a panel of seven (7) neutral arbitrators. This list will be limited to Arbitrators with their primary office in Minnesota or Western Wisconsin. The parties shall select the Arbitrator by alternately deleting one name until six (6) names have been eliminated and the one person whose name remains shall be the elected Arbitrator; the parties shall flip a coin to determine who strikes first.

By mutual agreement of the parties, the following alternative process for arbitration may be used:

The matter shall be referred to a Board of Arbitration. This committee will consist of one (1) member selected by the Employer and one (1) member selected by the Union. In the event this arbitration committee cannot agree to a resolution of such dispute or grievance within five (5) working days after their first meeting the two (2) arbitrators



shall select a third member, who shall serve as impartial chairperson. If said arbitrators are unable to agree upon the selection of an impartial chairperson within three (3) working days, then either arbitrator may request the Director of Federal Mediation and Conciliation Service to appoint a panel of seven (7) neutral arbitrators. The arbitrators shall alternately delete names and the last name shall be the impartial chairperson.

The decision or award by the Arbitrators or a majority of them shall be final and binding.

Neither the Arbitrator nor the Board of Arbitration shall have authority to add, subtract or modify the terms and provisions of this agreement. The Arbitrator and the Board of Arbitration shall be confined to the issues raised in the written grievance and it shall have no power to decide any other issues.

The decision or award by the Arbitrator or the Board of Arbitration shall be in writing and shall be final and binding. The expenses of the Arbitrator or the Board of Arbitration shall be shared by the Employer and the Union equally.

#### **25.4 Deliberate Violations**

In the event that the Employer deliberately violates the provisions of this Agreement relating to wages, hours of work, seniority rights, job classifications or titles, overtime differentials and vacations, any back pay owed to the employees because of such violation shall be paid by the Employer at the rate of two (2) times the standard straight-time rate or overtime rates. The Arbitrator or the Board of Arbitration shall calculate any cost violations and render the double penalty decision when it is definitely and conclusively shown that the violation was deliberate. Reasonable evidence of clerical errors or honest mistakes in interpretation shall exempt the Employer from the double penalty provisions. In such case the Employer will be required to pay only the actual amount of back pay involved. This paragraph shall be subject to the above provisions of this Article.

### **ARTICLE 26: HEALTH AND SAFETY**

#### **26.1 Statement of Purpose**

It shall be the policy of the Hospital that the safety of the employees, the protection of work areas, the adequate education and necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. The Hospital is committed to a culture that reduces workplace exposures causing health effects and enhances overall safety and security in the workplace. Further, the Hospital is committed to providing employees a work environment that is free from hostile, abusive and disrespectful behavior and will make reasonable effort to provide employees with safe and adequate equipment, working environment and facilities.

## **26.2 Employee Responsibility**

It shall be the responsibility of all employees to cooperate in programs to promote safety for themselves and for the public including participation on committees and compliance with rules and behaviors to promote safety and a violence-free workplace. Employee responsibility also includes the proper use of all safety devices in accordance with recognized safety procedures.

## **26.3 Rights to Participate**

### **Allina Health & Safety Council Participation**

There shall be one Local 113 SEIU member representative selected or elected by the Union to participate on the Allina Health & Safety Council and may participate as appropriate on Allina Health & Safety Council sub-committee/hazard reduction committees.

### **Hospital Health & Safety Sub-Committee Participation**

There shall also be a member selected or elected by the Union to participate on the Hospital Health and Safety Sub-Committee. Such Sub-Committee is responsible for reviewing all safety incidents and safety concerns, annual planning and evaluation. This Sub-Committee makes recommendations for corrective action and improvements.

## **26.4 Employees' Right to Know**

When the Hospital receives and investigates a report that a dangerous, unhealthful, or potentially dangerous or unhealthful condition is present on a particular unit the Hospital shall inform all Local 113 employees working in the unit or affected area.

## **26.5 Infections or Contagious Diseases**

Where infectious or contagious diseases are diagnosed or suspected, upon request of a Union Representative, the Hospital shall meet promptly with the Union to determine what steps, if any, are necessary to safeguard the health and safety of workers and patients. Any worker represented by the Local who may be at risk of exposure to an infectious agent or agents as a result of their work responsibilities shall be informed of what risk the patient poses and the measures that will be taken to protect the employee according to Hospital policy and procedure.

## **26.6 Violence in the workplace**

The Hospital will have a trained response team(s) which will respond to all emergency situations where violence or the threat of violence occurs. This team may

be Security Officers trained to deal with violent situations. Hospital reports of these situations will be reviewed by the Health and Safety Committee. The Hospital will offer counseling or other delayed stress debriefings for any employees that are victims of assault. Any employee who is assaulted at work and is unable to continue working will be given the opportunity to be free from duty without loss of pay for the remainder of the shift.

**26.7 Respectful Workplace**

The Union and Hospital are committed to providing a work environment that is free from hostile, abusive and disrespectful behavior.

**26.8 Health and Safety Education**

No employee shall be required or allowed to work on any unit or operate any equipment until the employee has received proper education, training, and instruction.

**26.9 Workers Compensation**

The Hospital shall provide the Union with copies of all First Report of Injury reports submitted by Local 113 SEIU members.

**26.10 Duty to Accommodate**

The Hospital and the Union are committed to support the return to work of employees with disabilities and to ensure that they are treated with respect and dignity at all times. For each disabled employee requesting a permanent accommodation and unable to perform essential job duties as identified and documented by the employee's and/or Employee Health Service's health care practitioner, the Hospital, Union and employee shall jointly discuss a modified role utilizing as much as possible the employee's previous job classification and skills. For temporary work assignments to accommodate a medical condition that is a non-union position, the employee will remain a union member with all rights and protections of the contract.

**26.11 Refusal to Work Under Dangerous Conditions**

The parties agree to comply with Minnesota Statutes Section 181.654, Subd. 11, as follows,

An employee acting in good faith has the right to refuse to work under conditions which the employee reasonably believes present an imminent danger of death or serious physical harm to the employee.

A reasonable belief of imminent danger of death or serious physical harm includes but is not limited to a reasonable belief of the employee that the employee has been assigned to work in an unsafe or unhealthful manner with a hazardous substance, harmful physical agent or infectious agent.

An employer may not discriminate against an employee for a good faith refusal to perform assigned tasks if the employee has requested that the employer correct the hazardous conditions but the conditions remain uncorrected.

An employee who has refused in good faith to perform assigned tasks and who has not been reassigned to other tasks by the employer shall, in addition to retaining a right to continued employment, receive pay for the tasks which would have been performed if (1) the employee requests the OSHA commissioner to inspect and determine the nature of the hazardous condition, and (2) the commissioner determines that the employee, by performing the assigned tasks, would have been placed in imminent danger of death or serious physical harm.

#### **ARTICLE 27: NO STRIKES OR LOCKOUTS**

There shall be no strikes or lockouts, of any kind whatsoever, during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the Grievance and Arbitration provisions of Article 26 of the Agreement.

#### **ARTICLE 28: LABOR-MANAGEMENT**

- 28.1 Labor-Management Meeting - The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance which is in the interest of both the Nurses and the Hospital. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a labor-management meeting that affects the LPN's areas of practice.

Meetings will be held periodically as necessary for discussion and/or resolution of reasonable and appropriate subjects, with the Hospital's representative, LPN representation, and the Union's representative in attendance.

- 28.2 At the request of either the Union or Hospital, the Hospital shall meet with Union representatives in a task force or other forum to discuss issues related to scheduling, orientation, education, cost-cutting, clinical ladders, and the prospect of developing an on-going labor management committee.

#### **ARTICLE 29: COPE**

Committee on Political Education (COPE) - The Employer agrees to deduct and transmit to SEIU Local 113 COPE, \$ \_\_\_\_\_ per pay period from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by

**SEIU Local 113.** These transmittals shall occur for each payroll period and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

**The Union will hold the Employer harmless from any dispute with an employee concerning deductions made.**

#### **ARTICLE 30: MAINTENANCE OF BENEFITS**

Where wages, shift differentials, holidays and similar economic benefits specifically provided for by this Agreement are lower than those now received by an individual Nurse, the Nurse shall not have such benefits reduced by execution of this Agreement.

#### **ARTICLE 31: MISCELLANEOUS BENEFITS**

**Shoe Allowance:** Nurse's will receive \$50.00 annually for the purchase of shoes. The initial shoe allowance will be made available on or about October 1, 2006. Thereafter, shoe allowance payments will be made available on March 1. To the extent possible, the Hospital will provide this benefit through a uniform vendor, rather than providing the benefit through payroll.

**Parking:** Parking and bus passes will be provided on a pre-tax basis.

## ARTICLE 32: DURATION AND RENEWAL

Except as otherwise provided herein, this Agreement shall be in full force and effect from October 1, 2006 through and including February 29, 2008. The Agreement shall remain in full force and effect from year to year thereafter unless either party shall notify the other party, in writing, at least ninety (90) days prior to March 1, 2008 or March 1 of any year thereafter of its intention to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their authorized representatives.

Allina Hospitals & Clinics

Joan Arbach Date: 10/27/06  
Joan Arbach, PEI, Mgr. Support Services

Nancy Gerber Date: 10/27/06  
Nancy Gerber, ANW, Director Human Resources

Renee Raming Date: 10/27/06  
Renee Raming, ALN, Director Labor Relations

Kathleen R. Schoenbeck Date: 10/27/06  
Kathleen R. Schoenbeck, UHI, Director Pt. Care

Minnesota's Health Care Union Local 113,

SEIU,  
Dianne I. Anderson Date: 10-23-06  
Dianne I. Anderson, ANW

Lynn R. Carlson Date: 10/25/06  
Lynn R. Carlson, PEI

Karmen Lee Orloff Date: 10-18-06  
Karmen Orloff, Business Representative

Dianne E. Richter Date: 10-25-06  
Dianne E. Richter, ANW

Vivian C. Straumann Date: 10-19-06  
Vivian C. Straumann, UHI

Mary Wood Date: 10-23-06  
Mary Wood, UHI

## LETTER OF UNDERSTANDING - 1

It is the present intent of Allina and SEIU Local 113 to progress, over time, to a master contract agreement within the Allina Metro Hospitals covered by this agreement. If such a master agreement is mutually agreed upon by the Union and the Employer, it would replace all pre-existing contracts.

Signed

Minnesota's Health Care Union  
Local 113, SEIU, AFL-CIO/CLC

Date: \_\_\_\_\_

Signed

Chair, Allina Labor Policy Committee

Date: \_\_\_\_\_

## EXHIBIT B: PENSION PLAN

The "Twin City Hospitals Pension Plan for Licensed Practical Nurses" has been established for Licensed Practical Nurses who are covered by this contract. That pension plan is contained in a written document, and it is subject to a separate collective bargaining agreement known as the "Pension Agreement". A booklet known as the "Summary Plan Description," is furnished to each participant in the Plan to tell the participant about his or her benefits and rights.

Normally, pension payments will begin when the participant becomes 65. If the participant has sufficient service, however, payment can begin as early as age 55 (age 50 in case of disability). Vesting shall occur at five (5) years effective January 1, 1994.

The amount of the pension will depend upon how much service the participant has as a Licensed Practical Nurse with the participating Hospitals. For a Licensed Practical Nurse who has always worked full time, the monthly pension beginning at age 65 is equal to the benefit credit from the table below multiplied by the number of the participant's years of service.

	Benefit Credit
Before October 1, 1987	\$10.00
On or after October 1, 1987 and before January 1, 1989	\$11.00
On or after January 1, 1989 and before January 1, 1990	\$12.50
On or after January 1, 1990 and before January 1, 1991	\$13.51
On or after January 1, 1991 and before January 1, 1992	\$15.00
On or after January 1, 1992 and before January 1, 1993	\$17.00
On or after January 1, 1993 and before October 1, 1993	\$18.00
On or after October 1, 1993 and before October 1, 1994	\$18.50
On or after October 1, 1994	\$19.00
On or after October 1, 1996	\$19.10
On or after October 1, 1997	\$19.60
On or after October 1, 2000	\$20.60
On or after October 1, 2001	\$21.60
On or after October 1, 2003	\$23.60
On or after October 1, 2004	\$24.00



**LETTER OF UNDERSTANDING - 2**

**Between**

**Allina Hospitals and Clinics**

**Abbott Northwestern Hospital, Phillips Eye Institute, United Hospital**

**And**

**SEIU Local 113**

**SUBJECT: Sick Leave Payout**

It is agreed by Allina Hospitals and Clinics on behalf of Abbott Northwestern, PEI, United Hospitals, and SEIU Local 113 that the employees on the attached list will continue to receive the sick leave payout as specified in Article 19.3 of the collective bargaining agreement effective October 1, 2003 as follows:

"Nurses with 20 calendar years or more of service upon voluntary termination will either be paid a maximum of 10 days accumulated sick pay at the rate of one (1) day for each six (6) months of employment for which no sick leave was used or be able to cash out sick time hours over 500 hours, whichever is greater."

All listed employees had at least 20 years of service and a sick leave balance of equal to or greater than 500 hours as of September 30, 2006. The list of employees will be attached to this signed Letter of Understanding and a copy of the list will be kept by the Allina Labor Relations Department and SEIU Local 113.

**For SEIU Local 113**

**For Allina Hospitals and Clinics**

  
Karmen Orloff  
Business Representative

  
Renee J. Raming  
Director Labor Relations

10.16.06  
Date

10/17/06  
Date

**LETTER OF UNDERSTANDING - 3**

Between  
Allina Hospitals and Clinics  
Phillips Eye Institute  
And  
SEIU Local 113

**SUBJECT: Mandatory Low Need Days**

It is agreed by and between Allina Hospitals and Clinics, Phillips Eye Institute and SEIU Local 113 that mandatory low need days pursuant to Article 16 of the collective bargaining agreement shall be limited to the following:

1. Eight (8) hours per pay period up to a maximum of ninety-six (96) hours per calendar year. A calendar year shall be from January 1 to December 31.
2. In order to decrease the need for mandatory low need days, LPN's will be floated or scheduled if work is available in other departments within the hospital. In this circumstance, LPN's will receive their regular rate of pay. LPN's will not be displaced by RN's outside the Phillips Eye Institute bargaining unit.
3. LPN's shall be given first opportunity to replace other LPN's due to ill call and vacation schedules. If no LPN is available for the assignment, they may be replaced by an RN.

By November 1, 2006, the parties agree that they will have discussions with Abbott Northwestern Hospital to determine whether there are helping hand opportunities for Phillips Eye Institute LPN's in order to limit the need for mandatory low need days.

Subject to ratification, this agreement will be implemented on October 1, 2006 as follows: mandatory low need days will be limited to eight (8) hours per pay period to a maximum of twenty-four (24) hours between October 1, 2006 and December 31, 2006.

For SEIU Local 113

  
Karmen Orloff  
Business Representative

10.16.06 KLO  
Date

For Allina Hospitals and Clinics

  
Renee J. Raming  
Director Labor Relations

10/17/06  
Date

**LETTER OF UNDERSTANDING - 4**

**Between**

**Allina Hospitals and Clinics**

**Abbott Northwestern Hospital, Phillips Eye Institute, United Hospital  
And**

**SEIU Local 113**

**SUBJECT: Status of LPN's at Allina**

**It is agreed by Allina Hospitals and Clinics on behalf of Abbott Northwestern Hospital, Phillips Eye Institute and United Hospital that nurse executives will meet with the 2006 LPN negotiation team to discuss the current and future status of LPN's at Allina Hospitals and Clinics. This meeting will take place before December 31, 2006.**

**For SEIU Local 113**

**For Allina Hospitals and Clinics**

  
**Karmen Ortloff**  
**Business Representative**

  
**Renee J. Raming**  
**Director Labor Relations**

10.16.06  
**Date**

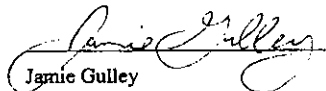
10/17/06  
**Date**

**Letter of Understanding**  
**Between**  
**SEIU, Local 113 and**  
**Allina Hospitals and Clinics**

Subject: Master Agreement and 2008 Contract Negotiations

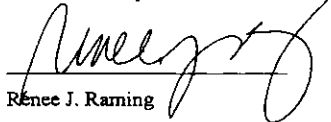
The parties agree that they do not intend to merge bargaining units by creating a compiled agreement (referred to as the "master contract") across contracts/bargaining units. Further, the parties agree that the process for determining how bargaining will be conducted in the 2008 negotiations will be determined at a future date, and that there are no current agreements as to how the bargaining will proceed. The parties agree to meet and determine a process for 2008 negotiations prior to October 1, 2007.

For SEIU, Local 113

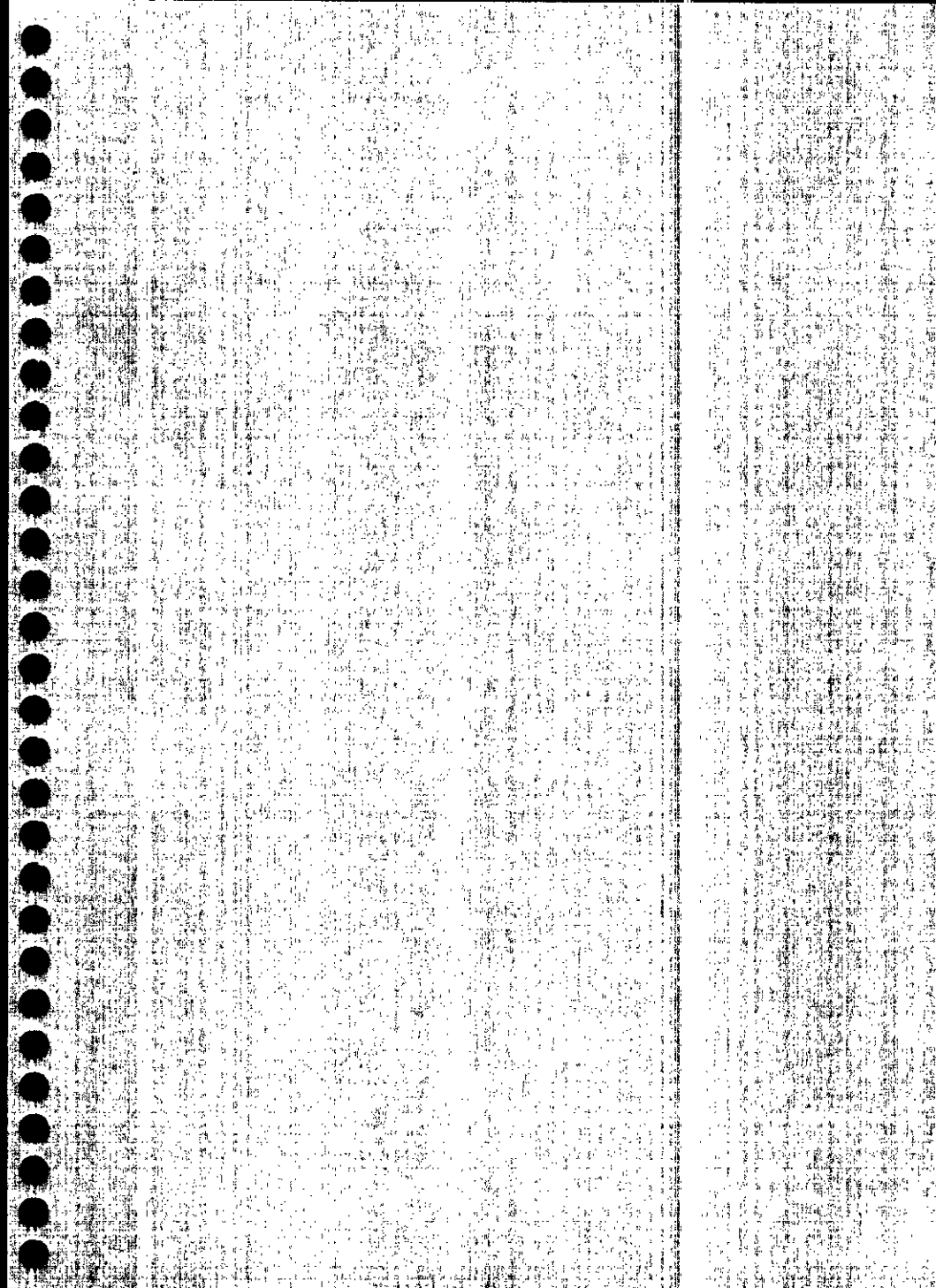


Jamie Gulley  
Allina Union Director

For Allina Hospitals and Clinics



Renee J. Raming  
Director, Labor Relations



**STRATEGIC ALLIANCE ADDENDUM  
BETWEEN**

**ABBOTT NORTHWESTERN HOSPITAL  
MERCY HOSPITAL  
OWATONNA HOSPITAL  
PHILLIPS EYE INSTITUTE  
ST. FRANCIS HOSPITAL  
UNITED HOSPITAL  
AND  
SEIU LOCAL 113 SERVICE EMPLOYEES**

**ABBOTT NORTHWESTERN HOSPITAL  
PHILLIPS EYE INSTITUTE  
UNITED HOSPITAL  
AND  
SEIU LOCAL 113 LPN'S**

**ABBOTT NORTHWESTERN HOSPITAL  
MERCY/UNITY HOSPITALS  
PHILLIPS EYE INSTITUTE  
AND  
PEPOM DIVISION OF SEIU LOCAL 113**

## **I. Alliance Charter Statement**

- A. Purpose:** SEIU Local 113 and Allina have embarked on a Strategic Alliance to advance each others interests. Through the Alliance we have jointly developed a vision for our future and have set a goal to realize this vision within the next ten years. This vision is broad and aggressive and requires us to work cooperatively and efficiently.

The mission of the Alliance is to provide industry leading health care and to create an environment where employees flourish, there are opportunities for advancement and growth, and our resources are used in the most cost efficient manner. The success of this Alliance is dependent upon a trusting relationship where we can engage in frank, open, and honest discussions in an atmosphere of mutual respect. Our ability to be innovative and progressive in achieving results is also critical to our success. Our work must be focused on the achievement of our strategic, operational and employee goals, which include:

1. Achieving an industry leading reputation for excellence in patient care and satisfaction measured by achieving best in class levels on patient surveys, complaints, and loyalty.
2. Becoming the regional health care employer of choice by achieving world class employee engagement scores, industry leading wages and benefits such as employer paid health care and secure retirement, and the establishment of a relationship of mutual trust and respect as evidenced by employment security and neutrality, and measured by engagement of the workforce.
3. Achieving performance excellence through the efficient use of our resources and by capturing the wisdom, skills and experience of Allina employees. Specific measures will be determined by mutual agreement and, for example, may include financial and market place measures, productivity, waste reduction, staff turnover, and cycle time improvement.

Allina and the Union agree that the privileges of entering into a Strategic Alliance include agreements concerning income security, workforce development and planning, education and training, restrictions on subcontracting, and union representation of new positions. The obligations of entering into a Strategic Alliance include a commitment to performance improvement and patient care and satisfaction.

The Strategic Alliance is a ten year mission. We recognize that many resources are not currently in place at Allina to fulfill the mission, privileges and obligations of the Alliance. It will take time and financial commitment to develop these resources. The Strategic Alliance will remain mindful of the financial cost associated with the requests it makes to conduct its work.

The Strategic Alliance Agreement is subject to the Strategic Alliance Review Process as it appears in Section VI of this agreement and is not subject to the grievance and arbitration process specified in the collective bargaining agreement.

## **B. Scope and Decision Making**

The issue of scope is inextricably tied to decision making. Scope sets the boundaries for the Alliance; what is in play, what is not. The decision-making process describes the procedures for disposing of or resolving issues deemed within the parameters of the Alliance.

The scope of this Alliance should be broad and should include:

- strategic initiatives
- quality
- business planning

The decision making process may vary from issue to issue. Nonetheless, it is vitally important to determine the decision making method with consistently applied criteria. Two such criteria are:

- the degree to which the parties' constituents or institutional interests are likely to be affected by the decision, and
- the level of expertise or added value the parties can bring to bear on the decision.

If either party's vital interests are likely to be affected by the decision, consensus should be used. If constituent or institutional interests are even marginally affected, consultation should precede a final decision.

If one party has little, if any interest in the outcome, and no particular expertise on the issue to be decided, informing is adequate. We recognize that choosing the appropriate process is somewhat subjective, and that erring in favor of more rather than less participation by partners in decision making displays commitment and respect for the Alliance. It is understood that this Alliance may not be sufficiently robust in its early stages to withstand many mistakes in the direction of unilateralism. Consequently, the parties will strive for consensus.

In the absence of consensus, mandatory bargaining subjects will be resolved in accordance with contractual and legal rights. On non-mandatory and non-contractual subjects, the parties agree to use the dispute resolution process described in Section VI of this agreement.

## **C. Structure**

In order to achieve these goals, we have created the following organizational structure:

**Strategic Alliance Team:** The Alliance Team ("Alliance Team") will be comprised of seven Management members, a significant number of whom will be from operations, and seven union members representing each of the seven sites where SEIU Local 113 represents employees. In addition, Management and Union will appoint additional member representatives to accomplish the work of the Alliance Team. The Alliance Team will provide strategic oversight for system initiatives and will manage, oversee and direct the joint facility teams who will accomplish our site specific work.



**Facility Joint Team:** The Facility Joint Team ("Facility Team") will include the site specific members from the Alliance Team and in addition will include other management and Union representatives as appropriate. This team will perform the work of the Alliance as well as oversee additional teams who will embark on specific initiatives to achieve our objectives as described above.

In connection with the exercise of our duties and responsibilities, the Alliance Team and the Facility Team may request any officer or employee of the Company to attend a meeting of the committee or to meet with any members of, or consultants to, the committee.

**Joint Communication:** We understand and agree that joint communication is essential to our success. We will engage in a joint communication initiative to communicate our work, and will communicate regular and on-going updates concerning our work.

**D. Duties and Responsibilities of the Strategic Alliance Team**

- Advance the mission of the Strategic Alliance.
- Set the agenda to accomplish the mission.
- Modify and create new terms, conditions and agreements of the Alliance upon joint agreement of the Alliance Team to effectuate the mission and the other privileges of the Alliance including Employment Security and the Election Procedure Agreement.
- Monitor changes in the competitive environment, emergence of new medical advances, and shifts in demographic trends in order to anticipate and implement appropriate modifications to the mission.
- Develop, implement and monitor progress on the mission.
- Approve financial investments in the Alliance.
- Set and oversee the effectiveness of the organizational structure and committees to ensure they produce excellent results and timely and efficient decision-making.
- Define and actively manage the identity of the Alliance.
- Annually review this charter and conduct a self-assessment of the Strategic Alliance effectiveness and performance.

**E. Meetings**

The Alliance Team will conduct monthly meetings and an annual planning retreat. The Facility Teams will conduct monthly meetings and other meetings as necessary to accomplish the work of the Alliance. Minutes of the meetings will be taken and will be jointly approved by the parties. The full notes and minutes will not be shared outside of the meetings, unless jointly agreed to by the parties.

**II. Organizational Performance**

**A. Allina and SEIU Service Improvement Commitment**

1. Improving Patient Satisfaction is an essential element to making Allina Hospitals the best place to receive care. Allina and Local 113 are committed to working together to achieve an industry leading reputation for excellence in patient care and satisfaction.

One important measure used by Allina is patient satisfaction. Allina has set a goal to increase the number of patients rating their overall care and service at Allina as excellent. The parties to the Alliance recognize that this goal can be accomplished by working together to create a service culture and by continually improving organizational performance.

The Union and Allina will jointly develop standards of service which will include a review of work systems and processes. Service quality will be measured and given appropriate weight to reach and maintain superior service at all levels of the organization. The parties will monitor patient satisfaction survey outcomes as its primary measurement tool. The parties will work together to encourage patients to complete the surveys.

**B. Allina and SEIU Health Care Commitment**

The parties mutually agree to a focus on local and national health care cost and quality issues. This includes methods for improving the delivery of services for ourselves and our patients.

The design of the 2007 health care plan will be conducted pursuant to the decision making process described in Section I.B. of this strategic alliance agreement.

**C. Allina and SEIU Performance Improvement Commitment**

Becoming a high performance organization is critical to the success of Allina. The parties commit to performance improvement by working creatively together to control costs, enhancing performance, increasing productivity and thereby assuring patient satisfaction and employment security. Allina recognizes that in order to achieve these interests it must address employees' concerns over employment security.

### **III. Commitment to Employment Security**

#### **Acknowledged Interests and Commitments**

The parties acknowledge a mutual obligation and intention to maximize employment security for Allina employees. As such, they have agreed to the following:

**A. Employment And Income Security**

1. Allina commits to redeploy employees who are displaced, and will work with the union to assist them in this process. After an employee has fully exhausted his/her contractual rights without securing a position, the following steps will be taken:
  - a. The employee will be offered employment opportunities within the facility, and if that is not possible at the system level, at a facility within a reasonable geographic area of the previous facility or the employee's residence that are:
    - 1) consistent with their skill set,
    - 2) comparable to their FTE,

- 3) comparable to their classification, if possible,
    - 4) comparable rate of pay, and
    - 5) comparable to their previously scheduled shift (Day, Evening, or Night. Specific shift hours may vary.)
  - b. Where Allina is unable to offer employment opportunities to a displaced employee under the conditions specified in paragraph a, above. Allina will work with the employee to find work as nearly as comparable as possible within Allina.

Work as nearly comparable as possible means all employment available within the facility or the system, consistent with the employees' skill set. To the extent no positions exist, the employee will be laid off.
  - c. Employment opportunities consistent with an employees skill set as referenced in paragraphs a and b above includes positions where the employee should be able to perform the key functions of the position with four weeks of full-time or six weeks of part-time on the job training.
  - d. Employees who are unable to meet the reasonable requirements of the job with four weeks of full time or six weeks of part time on the job training will be laid off from the organization.
2. Accomplishing our Employment Security goal will require new approaches from both Allina and the Union, including:
- a. Increased planning and flexibility – It is not the intent of the parties to discard or ignore existing contract provisions in Section 8 – seniority layoff and recall or policies on job posting. However, Allina's ability to honor its commitment to maximize employment security and locate economically feasible alternatives for displaced employees may be directly proportional to Union flexibility with regard to such provisions. Accordingly, we will develop a process to achieve flexibility in contract provisions when necessary to maximize employee opportunities during periods of transition.
  - b. Resources, time and new processes -- Maximizing employment security require a mutual commitment to engage in proactive problem solving at the onset of a problem and to allow sufficient time to process solutions. It also requires a *commitment to provide reasonable transitions for those affected and to consider solutions in light of current business and operational goals and realities.* And, it assumes establishment of a workforce planning process—a formal long-term approach to managing the "people" resources of Allina

## B. Work Force Planning

The parties acknowledge that in order to provide employment security they must engage in a thorough work force planning process. Therefore, we will jointly analyze future trends, changes in technology, population demographics, and other factors in order to anticipate the skills and knowledge that our future work force must possess.

## C. Work Force Development

The parties will use the data gathered in the work force planning process to identify gaps between current resources, skills, and training, and those required to meet our future demands. Career development, education and training will be directed to address these gaps.

We agree that the goal of a comprehensive workforce development program is to create a culture that values and invests in lifelong learning and enhance career opportunities. These joint efforts will also result in the development of infrastructure and tools to realize the full intent of this agreement. By achieving these goals, employee retention and satisfaction will be increased, hard-to-fill vacancies filled, quality and service improved and the Strategic Alliance strengthened.

### 1. Education and Training

- a. The Strategic Alliance is committed to the training and education necessary to ensure the success of the Alliance and our business. Training will include, but not be limited to the following:
  - Strategic Alliance training
  - service commitment,
  - business education (MAP),
  - health plan open enrollment,
  - employee health and wellness,
  - benefits,
  - regulatory compliance,
  - diversity, and
  - management training and development necessary to further the work and sponsorship of the Alliance
- b. The career development, education and training necessary to fulfill our work force planning strategy will include but not be limited to the following:
  - preparing individuals to engage in learning processes and skills training;
  - supporting employees in meeting their professional and continuing education needs;
  - providing education and training in new positions;
  - supporting employees in adapting to technological changes; and
  - ensuring alignment with the needs of the organization.

c. **Training and Steward Education Development**

The parties support Union steward and supervisor training and education and will recommend and assure that stewards have time to participate in joint training and development activities related to the issues listed above.

The parties agree to support stewards in training and development such as:

- improvement in Alliance principles;
- contract training on the Agreement;
- fundamentals of Just Cause;
- leadership skills;
- effective problem solving; and
- consistency and practice.

Labor and management will work jointly on steward and supervisor development. Accountability will rest with the Alliance Team.

**C. Subcontracting**

Strategic Alliance bargaining unit work will not be subcontracted except in extraordinary circumstances. When Allina believes that bargaining unit work should be subcontracted, and that there are reasons to subcontract, Allina will notify the Union, in writing, of the desire to meet and discuss subcontracting of specific work. If the Union wishes to initiate consideration of in-sourcing certain contracted work, it will notify Allina, in writing, of the reasons to in-source specific work and the desire to meet and discuss the issue.

An initial meeting will occur as soon as possible following the written notification to the Union or to Allina. The party requesting the meeting will be responsible for coordinating the meeting. A committee of equal numbers of Union and management (at least 2 each but not more than 4) will be appointed at the meeting. Interest based problem solving will be used to define the work of the committee. Subcontracting principles will be developed by the Strategic Alliance Team. The Team will establish timelines for completion of an analysis, conduct the analysis, and develop a written report that summarizes the results of the analysis and makes recommendations. The feasibility analysis should result in the development of one or more options from which the committee will recommend one to Union and Management Leadership. Union or Management, whoever requests the meeting, may make a recommendation to the other party.

**D. Union Representation Of New Positions**

The parties agree that it is essential for them to work together to assure that newly created and restructured jobs are appropriately included within the bargaining unit and not improperly excluded from it.

Allina therefore agrees that any new or redesigned positions that are not otherwise excluded (due to confidentiality or other exceptions under the NLRA) from existing bargaining units represented by Local 113 shall be deemed to be bargaining unit jobs and posted as such. The parties agree to meet and negotiate the application of the provisions of the contract agreement as it will apply to the new position or classification.

## **IV. Neutrality**

### **Election Procedure Agreement**

The parties, SEIU Local 113 (hereinafter "the Union"), and Allina Hospitals and Clinics on behalf of itself and its acute care hospitals, including, Abbott Northwestern Hospital, Buffalo Hospital, Cambridge Medical Center, Mercy Hospital, Unity Hospital, New Ulm Medical Center, Owatonna Hospital, Phillips Eye Institute, River Falls Area Hospital, St. Francis Regional Medical Center, and United Hospital, (hereinafter collectively "Employer" or "Facility"), enter into the following Election Procedure Agreement (hereinafter "EPA").

In the spirit of cooperation, avoiding wasting patient care dollars on fighting unionization and fostering an improved and mutually beneficial relationship between the Employer and the Union, all parties hereby agree to the following framework for organizing.

#### **A. Designated Representatives**

The person accountable for any provision of this agreement for the Employer will be the Director of Labor Relations or designee; for the Union that person will be the President or designee.

#### **B. EPA Timetable**

The Union will notify Allina Labor Relations when commencing an organizing campaign at any Allina facility. The parties agree that there shall be three stages covered by this Agreement:

1. **Preliminary Period:** This includes the time period after the EPA is executed until the Union's Notice of Intent to Organize is filed with the Employer.
2. **Organizing Period:** This includes the time period after the Union files the Notice of Intent to Organize with the Facility. Any representation petition for an appropriate unit must be filed with the National Labor Relations Board ("NLRB") within 90 days after the Notice of Intent to Organize is filed.
3. **Election Period:** This includes the time period after the Union files an NLRB representation petition until the results of the election are certified by the NLRB.

#### **C. Consent Election**

1. Pursuant to NLRB procedures, the Union must file a representation petition with the appropriate office of the NLRB. Subsequent to this filing, the Employer shall enter into the consent election agreement. The Union shall notify the Employer and the NLRB of the date and time of the election. The Employer shall agree to the election date and time set by the Union unless there are special circumstances that warrant a different date or time. The Arbitrator shall be empowered to decide any disputes over the date or time of the election.
2. The guiding principles in determining the appropriateness of a Bargaining Unit will be the rules, regulations and decisions of the NLRB. The appropriate unit(s) will be Service and Maintenance, Technical, Business Office Clerical, Professional and any

units residual thereto or any combination thereof. The appropriate unit(s) will exclude registered nurses, managers, supervisors, confidential employees and guards. The Employer and the Union shall attempt to determine all classifications appropriate to each unit during the Organizing Period of this agreement. The arbitrator shall resolve all disputes concerning the appropriateness of the bargaining unit and classifications to a unit. The Consent Election Agreement shall be consistent with any decision by the arbitrator.

The Employer or the Union must submit to the arbitrator any dispute on the appropriate bargaining unit to the arbitrator within 5 working days of the date on which the election petition is filed. The arbitrator shall render a decision within 5 working days from the date of the submission of the dispute.

3. The NLRB will conduct the election and count the ballots. Any challenged ballots, allegations of election misconduct or objections to the election must be filed pursuant to Section H of Article IV and all parties acknowledge and submit to the arbitrator's exclusive authority to rule on such objections and any determinative challenges and the parties waive their rights to have the NLRB resolve any objections or determinative challenges. The parties will take all necessary steps to effectuate the arbitration process and the arbitrator's decision regarding objections and/or determinative challenges.

**D. Eligibility**

All employees who are employed on a full-time, regular part-time or casual basis in the unit described in the Consent Election Agreement and are eligible to vote under the NLRB's rules shall be eligible to vote in the election.

**E. Recognition**

The Employer shall recognize and bargain with the Union once the NLRB certifies the Union as the exclusive bargaining representative of bargaining unit employees. However, if there are determinative challenges or significant objections under the EPA, the Arbitrator shall resolve them before the Employer must recognize the Union.

**F. Lists**

1. Upon receipt of a Notice of Intent to Organize from the Union, the Employer will provide the Union with an initial list of all unrepresented employees in the bargaining units listed. The Employer shall use good faith efforts to provide an accurate list. The Employer will provide the Union with such list both in writing and in electronic format. The list shall contain the employee's name, job title/department, job classification, and home address as provided by the employee. At the same time, the Employer shall also provide the names of employees who the Employer believes are excluded from the unit(s) such as managers, supervisors, or confidential employees, together with the job title/department and excluded category on which Employer relies, utilizing its good faith efforts to provide an accurate list.
2. An update of the initial list, comprised of all new hires and terminations/quits, shall be provided to the Union upon request. This list shall include the same employee information and be in the same format as the initial list described above.

3. Upon the Regional Director's approval of the Consent Election Agreement, the Employer shall provide the Union with a voter eligibility list for such Facility both in writing and in an electronic format. The voter eligibility list shall include all eligible voters as described in Section D above. The list shall contain the employee's name, job title/department, job classification, hospital, and home address as provided by employee. The parties shall immediately attempt to resolve any disagreements over the status of job classifications or individuals that should be included on the voter eligibility list or excluded from such list. Any other remaining dispute regarding voter eligibility shall be resolved by allowing the employee to vote, subject to challenged ballot.

#### **G. Voting**

Employees shall vote on work or non-work time. Neither the Employer nor the Union shall provide any financial inducements to vote or force anyone to vote. Employees are encouraged to vote on non-work time whenever possible. If an employee must vote on work time they must work with their supervisor to cover all essential work before leaving to vote. The supervisor shall make arrangements for any employee who must vote on work time. The voting shall take place at an appropriate location at the Facility, determined by mutual agreement or by Arbitrator, if necessary. The parties shall each be entitled to an equal number of observers, with a maximum of two, at the election site. The observers must be non-supervisory employees. The parties shall jointly share any cost associated with the voting.

#### **H. Ballot Counting**

The NLRB shall count the ballots immediately following the conclusion of voting, pursuant to the NLRB's standard practices and procedures. Both parties, including interested off-duty employees, may attend the counting of the ballots.

**Resolution of Challenged Ballots and Election Objections:** If challenged ballots are potentially determinative of the result of any election, the Arbitrator shall resolve challenges to the eligibility of voters. The Arbitrator shall have discretion to establish procedures for the resolution of such challenges, which may include submission of evidence by the Parties. In all cases, however, the Arbitrator shall resolve challenges within ten (10) days of the election. The Arbitrator's determinations under this EPA shall be binding on both parties. The parties shall jointly share the costs of the services of the Arbitrator.

If a party wishes to file objections to the election based on allegations of violations of the EPA, either party must file such objections in writing with the Arbitrator within three (3) business days of the election as well as filing objections with the NLRB pursuant to NLRB timelines and procedures. The Arbitrator shall resolve these objections within 10 days of his/her receipt of them. The party filing objections with the NLRB shall withdraw any objections pending with the NLRB immediately upon receiving the decision of the Arbitrator, and will abide by the decision of the Arbitrator. In the case of the filing of such objections, both parties will take any steps necessary to effectuate the Arbitration process and the Arbitrator's decision.



**I. Application to Other Labor Organizations:**

If, prior to the execution of the NLRB Consent Election Agreement between the parties, another union seeks to represent the employees in the voting unit, all parties shall meet and determine how to legally proceed.

**J. Standards of Conduct**

The Standards of Conduct set forth herein are applicable to the parties' conduct with respect to the Facility covered by this Agreement. With respect to the Facility, the parties agree that the question of whether employees should be represented by the Union is one that employees should answer for themselves.

1. The Employer agrees that the question of whether employees should be represented by a Union is one which employees should answer for themselves without any employer interference. The Employer agrees to be neutral on the question of unionization and will not oppose efforts by employees to organize or select the Union as their collective bargaining representative. The Employer also agrees that its management, supervisors or agents will not make any statements, written or verbal, and/or participate in any activity that will state opposition to the Union organizing campaign or that are derogatory or demeaning to the Union or any of its representatives.
2. The Union will not engage in a negative public campaign against the Employer as part of its campaign to organize employees. The Union agrees that its representatives or agents will not make any statements, written or verbal, that are derogatory or demeaning to the Employer or any of its representatives. The Union also agrees to convey its views about unionization in a positive, factual, non-coercive and non-intimidating manner, whether that information is conveyed on or around the Employer's premises or at other meeting venues. For purposes of this paragraph, the parties also understand that the employees in the bargaining units voting under this EPA shall not be considered "agents" of either party absent proof of agency in connection to the specific conduct at issue.
3. The parties shall issue a Joint Information Sheet to be provided to employees who have questions on the Election Procedure Agreement.
4. The Employer agrees that it shall not conduct an anti-union campaign and shall not utilize anti-union management consultants. Any use of consultants by either party shall not conflict with the terms of this EPA. Likewise, the Employer shall not provide assistance to any individual or group who may wish to pursue an anti-union campaign.
5. The Employer will not inform or imply to eligible voters that they will lose benefits, wages or be subject to less favorable working conditions by unionizing.
6. The Employer shall confine its communication to employees regarding unionization to a written communication in letter and/or memo format and if any opinion on unionization is conveyed, it shall be one which simply states that the choice is completely up to the employees and that the Employer is maintaining neutrality on this subject. This letter or memo may be posted or mailed to employees.

7. The Employer's supervisors and managers shall not initiate one-on-one or informal group conversations or communication with employees regarding unionization. This shall not preclude a supervisor from responding to an employee's question about the date, time and location of the NLRB election; provided such response is consistent with the terms of this EPA. (While these Standards of Conduct restrict communication by supervisors and managers regarding unionization, it does not restrict other communication between supervisors and employees.)
8. Neither the Union nor Employer will threaten, intimidate, discriminate against, retaliate against, or take any adverse action against any employee based on his or her decision to support or oppose union representation.
9. Upon receipt of the Union's Notice of Intent to Organize, the Employer will distribute to the employees the following statement of employee rights on its letterhead: "All employees have the right to participate or not to participate in union activities. Employees have the right to wear buttons or lanyards that indicate support or non-support of the Union. Employees also have the right to distribute literature concerning support or non-support for union organization in non-patient care areas such as break rooms, cafeteria, parking lots, and other places outside the hospital. Employees may talk about the Union and workplace issues including wage rates, disciplinary system, company policies and rules and working conditions under the same terms applicable to any other employee conversation."
10. After the Union has filed its NLRB petition, and in order to avoid the appearance of electioneering, the Employer will maintain the status quo in wages, benefits and working conditions during the Election Period and refrain from any significant announcements regarding wages, benefits and working conditions. This shall not prohibit the Employer from taking action planned well in advance of the petition without regard to the organizing effort, as long as such action has been discussed with the Union. If the Union has a good faith belief that the action was not planned well in advance of the petition, it may petition the Arbitrator for a determination of that issue.
11. No employee shall have his/her right to determine whether or not to be represented by the Union abridged in any manner by reason of his/her citizenship or immigration status.

**K. Orientation/Training**

All supervisors, managers and union organizers who are involved in an organizing campaign at the Facility are expected to be familiar with the terms of the EPA. A joint orientation/training session shall be held for this group and unless waived by both parties, a second session shall be held shortly after the Notice of Election. The joint sessions are to emphasize the need for mutual respect, the importance of both parties' compliance with the Standards of Conduct and Access provisions, and the goal of rapid, cooperative problem-solving where incidents of alleged violations occur. Corporate and Union representatives shall conduct the sessions.

## **L. Pre-Screening of Literature**

1. The Union and Employer shall pre-screen all written literature distributed or posted regarding unionization with each other. Accordingly, before either party uses any new piece of literature, it must first be submitted to the parties' trained designated representatives for review. If those parties do not agree within 48 hours, either party may fax the matter to the Arbitrator for the Arbitrator's review and immediate response. This process is intended to be completed within 72 hours from beginning to end. Until this dispute is resolved, the contested literature shall not be distributed in any manner.
2. The Employer agrees that it will not provide information about the Union (e.g., strikes, dues, etc.) or about the Union's role in collective bargaining. If the Employer believes a factual error has been orally conveyed by the Union in its organizing campaign at the hospital, and the Union has failed to correct it within 48 hours written notice by the Employer Designee to the Union Designee, the Employer may post or distribute a written correction of the factual error in the memo or letter format referred to above, after pre-screening the communication with the Union. Any dispute over the content shall be resolved in the same manner as provided in Section L, paragraph 1 above and contested content shall not be distributed until approved by the Arbitrator. The Union shall inform employees in writing, in a manner reasonably calculated to reach all eligible voters, the amount of dues and fees associated with membership.

## **M. Access Pledge for Internal Access**

The Employer shall grant representatives of the Union reasonable access to employees of the Facility through the following means:

1. Interior Access: Upon the Union's filing of the Notice of Intent to Organize, the Union will be given access to the employee cafeteria. At no time will organizing activities in the cafeteria be disruptive to patients or visitors. Moreover, one Union organizer shall be permitted in each employee break room (or if no break room, the break area or its equivalent) on each floor for a maximum period of one and one-half (1 1/2) hours per each shift. During each eight-hour shift, the Union organizer may enter and exit a break room no more than three (3) times per shift. During this period, the Union organizer shall respect the request of any employee who does not wish to engage in a discussion or accept literature. Union organizers shall sign in and out at a mutually agreed upon location at any location where the interior access provisions of this agreement are exercised. In addition, Union organizers accessing break rooms or break areas shall sign in and out of each break room in a log book provided by the Employer. Union organizers shall wear a name tag that must be visible at all times. In the case of mixed use break rooms Union organizers shall respect the scheduled work-related meetings and report that occurs from time to time, and refrain from using the room. To minimize distractions and any potential impact on patient care no Union organizers shall engage employees in conversations about the Union on work time. Employees may talk to Union organizers about the Union when they are on break or before or after their shifts only.

2. The Union shall be allowed to post a notice on pre-selected bulletin boards designated by the parties, including, but not limited to, the existing bulletin boards in employee break rooms and at least one space in the cafeteria. The Union shall have the right to change these notices at any time.
3. The Union may reserve a Facility conference room not in the patient care area, subject to reasonable availability criteria and established hospital procedures, for the purpose of meeting with employees eligible to vote under this EPA. Attendance shall be limited to Union employees, Union member organizers and eligible voters. If a conference room is not available during the desired time period, the Union should work with Human Resources on site to locate a reasonable option. To the extent feasible, this room shall not be located near supervisory or management offices.
4. If a Union organizer does not honor the access provisions set forth in this EPA, he/she shall be issued a warning by the Employer through the Designated Union Representative, which may be contested before the Arbitrator within 24 hours by fax or phone. If the union organizer receives two warnings, the official Employer Designee may bar the organizer from the Facility after consultation with the Union Designee. The Union may contest the existence of the violation(s) or the decision to bar the organizer before the Arbitrator within 24 hours by fax or phone. If a ban on three union organizers is upheld pursuant to this paragraph, the Employer may appeal to the Arbitrator to consider modification of the access provisions in that Facility.
5. If the parties cannot mutually agree on access regarding any of these locations, they shall refer the matter to the Arbitrator for a determination by phone and fax within 24 hours of the referral.

**N. Unpaid Leave of Absence**

Upon the filing of the Notice of Intent to Organize, the Facility will grant an unpaid leave of absence for up to four (4) months to one (1) employee within each bargaining unit being organized. This unpaid leave of absence may not be conditioned upon the employee's use of his/her paid time off. In no case will more than one (1) employee from a staffing cluster be granted such leave. If significant staffing concerns exist as a result of this Leave of Absence the parties will meet within 48 hours to resolve. Unresolved issues will be referred to the arbitrator for a decision within 48 hours. Employees returning from such leaves shall be returned to the position held prior to the leave unless the employee would have been laid off or reassigned during the leave in accordance with the applicable collective bargaining agreement or policies.

Nothing in this Agreement diminishes any access or other rights guaranteed to the Union or employees by the National Labor Relations Act or by a collective bargaining agreement. The parties agree that they will use this Agreement and where not otherwise modified, the guidelines of the National Labor Relations Act, to ensure that a fair and representative election occurs in an appropriate unit as defined above among properly eligible employees.

#### **O. Arbitration**

If the parties are unable to resolve a dispute either party may, submit the unresolved dispute about compliance with or construction of this EPA for final and binding resolution by Jeffrey Jacobs as the permanent Arbitrator selected for deciding any dispute under this EPA. In the event he is unavailable Mario Boganno will be the arbitrator. In the event he is unavailable, the parties will select a substitute by mutual agreement or by striking alternately from a panel of seven arbitrators obtained from the Federal Mediation and Conciliation Services ("FMCS"). The Arbitrator shall have discretion to establish procedures for the resolution of such disputes that may include submission of evidence by the Parties, and is authorized to develop and order remedies. All such disputes shall be resolved within 10 days of the submission of the issue, unless otherwise specified in this agreement. If the issue concerns an alleged violation pertaining to conduct raised before the election, the Arbitrator shall rule within 48 hours of the issue's submission to him/her. The parties waive any and all rights they might otherwise have to appeal or in any way contest the decision of the Arbitrator. The parties agree to split the cost of the arbitrator equally.

If either party fails to comply with the decision of the Arbitrator, it hereby consents to enforcement of this EPA and any decision of the Arbitrator in any court of competent jurisdiction and waives any defenses it might have to such enforcement. The parties agree not to file petitions (except as specified in this EPA) or charges with the National Labor Relations Board, which may be handled under this EPA.

#### **V. Union Commitment to a Positive Workplace**

SEIU Local 113 is committed to maintaining a positive workplace. SEIU Local 113 agrees to:

- not distribute derogatory buttons
- not distribute derogatory pamphlets
- not engage in informal picketing
- not use bull horns in Hospital hallways or outside on Hospital grounds.

To further demonstrate a commitment to fostering a positive workplace under the Strategic Alliance, Local 113 will give Allina a 48 hour notice to the Labor Relations Department prior to the distribution of any buttons and pamphlets. This will allow Allina to review materials for accuracy and correct any factual errors.

If a disagreement arises during the course of this agreement relating to the actual and/or proposed distribution of a button or pamphlet, the dispute will be submitted to the Alliance Team or the Facility Team whichever is appropriate for final and binding resolution.

#### **VI. Strategic Alliance Agreement Review Process**


After sharing information and fully discussing and exchanging ideas and fully considering all views about issues of interest and concern to the parties, decisions should be reached that are satisfactory to all.

It is understood that the parties may not always agree. Disagreement at a facility level which arises out of the interpretation and/or implementation of the Strategic Alliance Agreement should be referred to the Facility Team for discussion in an attempt to reach a consensus decision. If it cannot be resolved at the Facility Team level, the matter will be referred to Alliance Team which must address and attempt to resolve the issue no later than thirty calendar days following its referral. That group, after careful review of all facts and interests, will craft a consensus decision designed to resolve the issue.

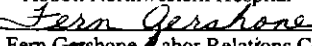
If consensus proves impossible, the matter may then be referred to an Alliance panel comprised of two union and two management members, along with a predetermined neutral designee selected by the Alliance Team. The Alliance panel will be designated immediately upon receiving a request. The Alliance panel will meet, confer and ultimately craft a solution within thirty days, unless the time is extended by mutual agreement. It is the responsibility of the neutral designee to ensure that a final resolution to the issue is crafted. If a jointly arrived at solution is not forthcoming, the neutral will render a resolution. The resolution will be final and binding on all parties. The Alliance panel members should be from among those least vested in the substance of the disagreement. All questions involving interpretation and implementation of the Strategic Alliance Agreement must be submitted through this Review Process and are not subject to the grievance and arbitration process.

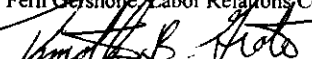
Accepted and agreed to on March 1, 2006 by:

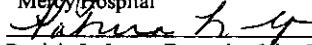
**Allina Hospitals and Clinics**

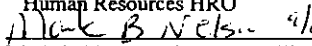
  
John Bien, Vice President Finance,  
United Hospital

  
Nancy Gerber, Director, HR  
Abbott Northwestern Hospital


  
Fern Gershore, Labor Relations Consultant

  
Tim Grofe, Director, Facility Management  
Mercy Hospital

  
Patricia L. Jones, Executive Vice President  
Human Resources HRO


  
Mark B. Nelson, Director, Facility Management  
Abbott Northwestern Hospital

  
Renee Ranning, Director, Labor Relations  
Regional

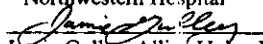
  
Dany Schreeder, Vice President Operations  
Abbott Northwestern Hospital

**SEIU Local 13**

  
Sharon Heaton, Watonna Hospital

  
James Bialke, Assistant to the  
President


  
Edwina Flowers, Abbott  
Northwestern Hospital


  
Jamie Gulley, Allina Union Director

  
Jayne Hetchler, Union Negotiator

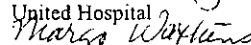
  
Barry McDonough, Mercy Hospital

  
Bonnie Rose Mintz, St. Francis  
Medical Center

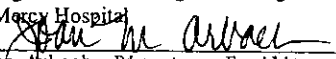
  
Julie Schnell, President

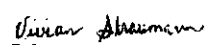
  
\_\_\_\_\_  
Kim Sorbel, Director, Campus Services

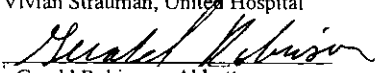
United Hospital

  
\_\_\_\_\_  
Margo Watkins, Manager, Nursing

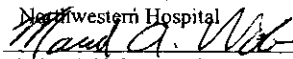
Mercy Hospital

  
\_\_\_\_\_  
Joan Arbach, Director, Facility  
Services, Phillips Eye Institute

  
\_\_\_\_\_  
Vivian Strauman, United Hospital

  
\_\_\_\_\_  
Gerald Robinson, Abbott

Northwestern Hospital

  
\_\_\_\_\_  
Maria Wolf, St. Francis Regional  
Medical Center

